IMPERIAL VALLEY HEALTHCARE DISTRICT

BOARD OF DIRECTORS

Katherine Burnworth, President | Laura Goodsell, Vice-President | James Garcia, Treasurer | Enola Berker, Secretary | Rodolfo Valdez, Director | Felipe Irigoyen, Director| Arturo Proctor, Director

*REVISED AGENDA
REGULAR MEETING OF THE BOARD OF DIRECTORS
THURSDAY, NOVEMBER 12, 2026, 6:00 P.M.

Pioneers Memorial Hospital | PMH Auditorium
207 W. Legion Road, Brawley, CA. 92227

Join Microsoft Teams
Meeting ID:299 641 706 232 920 7
Passcode: U9SU3dV2

~ CLOSED SESSION ~ 6:00 p.m.

a. **PUBLIC EMPLOYEE EMPLOYMENT (Gov. Code 54957(b)(1))**
   Title: General Legal Counsel; Chief Legal Officer

b. **CONFERENCE WITH LEGAL COUNSEL – Anticipated Litigation (Gov. Code 54956.9(d)(2))**
   - One Potential Matter

c. **Hospital Quality Issues — Health & Safety Code § 32155**

1. **Call to Order ~ 6:30 or immediately following closed session**

2. **Roll Call**

3. **Pledge of Allegiance**

4. **Approval of Request for Remote Appearance by Board Member(s)**, *if Applicable*

5. **Consider Approval of Agenda**
   In the case of an emergency, items may be added to the agenda by a majority vote of the Board of Directors. An emergency is defined as a work stoppage, a crippling disaster, or other activity that severely imperils public health, safety, or both. Items on the agenda may be taken out of sequential

order as their priority is determined by the Board of Directors. The Board may take action on any item appearing on the agenda.

6. **Public Comments**
   At this time the Board will hear comments on any agenda item. If any person wishes to be heard, they shall stand; address the president, identify themself,

   and state the subject for comment. Time limit for each speaker is 3 minutes individually per item to address the Board. Individuals who wish to speak on multiple items will be allowed four (4) minutes in total. A total of 15 minutes shall be allocated for each item for all members of the public. The board may find it necessary to limit the total time allowable for all public comments on items not appearing on the agenda at anyone one meeting to one hour.

7. **Board Comments**
   Reports on meetings and events attended by Directors; Authorization for Director(s) attendance at upcoming meetings and/or events; Board of Directors comments.
   a. Brief reports by Directors on meetings and events attended
   b. Schedule of upcoming Board meetings and/or events
   c. Finance Committee Update

8. **Consent Calendar**
   Any member of the Board may request that items for the Consent Calendar be removed for discussion. Items so removed shall be acted upon separately immediately following approval of items remaining on the Consent Calendar.

   a. Approve minutes for meetings of October 22, 2026.

9. **Items for Discussion and/or Board Action:**
   a. MEDICAL STAFF REPORT – Recommendations from the Medical Executive Committee for Medical Staff Membership and/or Clinical Privileges, policies/ procedures/forms, or other related Recommendations

   b. Staff Recommends Action to Authorize: Physician Services Agreement -Anesthesiology
      Presented by: Pablo Velez/Carly Zamora
      Contract Value: The value of the contract depends on the utilization of Dr. Potturi, who is expected to provide services 2 days per week every other week. The annual cost of the contract is estimated at less than $100,000.
      Contract Term: One (1) year, with automatic renewal if not terminated 90 days prior to the expiration date. Terminable with cause immediately or without cause on 90 days prior written notice.

Budgeted: Yes
Budgeted Classification: Professional (Physician) Services

c. Staff Recommends Action to Authorize: Authorization to approve a Coverage Service Agreement for Synergy Specialists Medical Group, Inc.
Presented by: Pablo Velez/Carly Zamora
Contract Value: The value of the contract depends on the utilization of Dr. Potturi, who is expected to provide services 2 days per week every other week. The annual cost of the contract is estimated at less than $100,000.
Contract Term: One (1) year, with automatic renewal if not terminated 90 days prior to the expiration date. Terminable with cause immediately or without cause on 90 days prior written notice.
Budgeted: Yes
Budgeted Classification: Professional (Physician) Services

d. Staff Recommends Action to Authorize: Authorization to approve Medical Directorship Agreement for Mohammed M. Al-Jasim, M.D.
Presented by: Carly Zamora/Pablo Velez
Contract Value: not to exceed $27,000 annually
Contract Term: 2 years
Budgeted: Yes
Budgeted Classification: Directorship

e. Staff Recommends Action to Authorize: Service Agreement for main Chemistry analyzer (Vitros 7600 Ortho Diagnostics)
Presented by: Carly Zamora
Contract Value: $27,190/yr ($108,760/4 years)
Contract Term: 4 years; billed annually
Budgeted: Yes
Budgeted Classification: Repairs and Maintenance

f. Staff Recommends Action to Authorize: Authorization to approve Medical Directorship Agreement for Valley Pediatric Health, Inc.
Presented by: Carly Zamora/Carol Bojorquez
Contract Value: not to exceed $25,920.00 annually.
Contract Term: 2 years
Budgeted: No
Budgeted Classification: Directorship

g. Staff Recommends Action to Authorize: Authorization to approve agreement between Oracle Health (Cerner) and Imperial Valley Healthcare District.
Presented by: Pablo Velez
Contract Value: Approximately $7,000,000
Contract Term: 6 years

Budgeted: No
Budgeted Classification: Professional Services

h. Staff Recommends Action to Authorize: Special Inspection and Material Testing Services (Caltech Labs-Original Power Plant Tower)
Presented by: Carly Zamora
Contract Value: $44,966.25
Contract Term: Schedule will be coordinated with Imperial Valley Healthcare District, design consultants, and subcontractors during preconstruction prior to issuance of the baseline project schedule.
Budgeted: Required seismic upgrade

i. Staff Recommends Action to Authorize: Special Inspection and Material Testing Services (Caltech Labs-Original Hospital Building)
Presented by: Carly Zamora
Contract Value: $53,660.25
Contract Term: Schedule will be coordinated with Imperial Valley Healthcare District, design consultants, and subcontractors during preconstruction prior to issuance of the baseline project schedule.
Budgeted: Required seismic upgrade

j. Staff Recommends Action to Authorize: Special Inspection and Material Testing Services (Caltech Labs-Administrative Wing)
Presented by: Carly Zamora
Contract Value: $59,934.00
Contract Term: Schedule will be coordinated with Imperial Valley Healthcare District, design consultants, and subcontractors during preconstruction prior to issuance of the baseline project schedule
Budgeted: Required seismic upgrade

k. Staff Recommends Action to Authorize: Special Inspection and Material Testing Services (Atlas Technical Consultant-Original Hospital Building)
Presented by: Carly Zamora
Contract Value: $84,115.00
Contract Term: Schedule will be coordinated with Imperial Valley Healthcare District, design consultants, and subcontractors during preconstruction prior to issuance of the baseline project schedule.
Budgeted: Required seismic upgrade

l. Staff Recommends Action to Authorize: Special Inspection and Material Testing Services (Atlas Technical Consultant-Original Power Plant Building)
Presented by: Carly Zamora
Contract Value: $44,925.00
Contract Term: Schedule will be coordinated with Imperial Valley Healthcare District, design consultants, and subcontractors during

preconstruction prior to issuance of the baseline project schedule.
Budgeted: Required seismic upgrade

m. Staff Recommends Action to Authorize: Special Inspection and Material Testing Services (Atlas Technical Consultant-Administrative Wing Building)
Presented by: Carly Zamora
Contract Value: $40,585.00
Contract Term: Schedule will be coordinated with Imperial Valley Healthcare District, design consultants, and subcontractors during preconstruction prior to issuance of the baseline project schedule.
Budgeted: Required seismic upgrade

n. Staff Recommends Action to Authorize: Authorization to approve agreement between The Regents of The University of California and Imperial Valley Healthcare District to provide Oncology Services.
Presented by: Carly Zamora/Pablo Velez
Contract Value: Approximately $500,000 will vary depending on sessions,
collections and providers.
Contract Term: 1 year with annual renewals
Budgeted: Yes
Budgeted Classification: Professional Services

o. Staff Recommends Action to Authorize: Resolution No. 2026-1112, Resolution of the Board of Directors of Imperial Valley Healthcare District Authorizing and Approving the Adoption of the Delegation of Authority Policy
Presented by: Legal Counsel Adriana Ochoa / CEO Pablo Velez

p. *Staff Recommends Action to Authorize: Resolution No. 2026-1112B, Resolution of the Board of Directors of Imperial Valley Healthcare District Electing to Become Subject to the Uniform Public Construction Cost Accounting Act (Public Contract Code Section 22000 et seq.)
Presented by: Legal Counsel Adriana Ochoa / CEO Pablo Velez

q. *Staff Recommends Action to: Introduce and Waive First Reading of Ordinance No. 2026-1210, An Ordinance of the Board of Directors of the Imperial Valley Healthcare District, a California Healthcare District, Establishing Informal Bidding Procedures Under the Uniform Public Construction Cost Accounting Act (Public Contract Code Section 22000 et. seq.)
Presented by: Legal Counsel Adriana Ochoa / CEO Pablo Velez

10. Management Reports

a. Finance: Lenin Valdes – Controller
b. Hospital Operations: Carol Bojorquez, MSN, RN – Chief Nursing Officer

c. Clinics Operation: Carly Zamora MSN, RN – Chief of Clinic Operations
d. Executive: Pablo Velez – Chief Executive Officer
e. Legal: Adriana Ochoa – General Legal Counsel

11. Official Proclamation of the Board of Directors of the Imperial Valley Healthcare District Honoring Arturo Proctor, Rodolfo Valdez, and Felipe Irigoyen In Recognition of their Distinguished Service to the Imperial Valley Healthcare District

12. Items for Future Agenda

This item is placed on the agenda to enable the Board to identify and schedule future items for discussion at upcoming meetings and/or identify press release opportunities.

13. Adjournment

a. The next regular meeting of the Board will be held on December 10, 2026, at 6:00 p.m. at El Centro Regional Medical Center, 1271 Ross Avenue, El
b. Centro, Ca. 92243.

POSTING STATEMENT

A copy of the agenda was posted on November 9, 2026, at 207 W. Legion Road, Brawley, CA 92227 before 6:00 p.m., and at other locations throughout the IVHD pursuant to CA Government Code 54957.5. Disclosable public records and writings related to an agenda item distributed to all or a majority of the Board, including such records and written distributed less than 72 hours prior to this meeting are available for public inspection at the District Administrative Office where the IVHD meeting will take place. The agenda package and material related to an agenda item submitted after the packets distribution to the Board is available for public review in the lobby of the office where the Board meeting will take place.

In compliance with the Americans with Disabilities Act, if any individuals request special accommodations to attend and/or participate in District Board meetings please contact the District at (760)970- 6046. Notification of 48 hours prior to the meeting will enable the District to make reasonable accommodation to ensure accessibility to this meeting [28 CFR 35.102-35.104 ADA title II].

MEETING MINUTES
OCTOBER 22, 2026
REGULAR BOARD MEETING

THE IMPERIAL VALLEY HEALTHCARE DISTRICT MET IN REGULAR SESSION ON THE 22ND OF OCTOBER AT 601 HEBER AVENUE, CALEXICO, CA. ON THE DATE, HOUR AND PLACE DULY ESTABLISHED OR THE HOLDING OF SAID MEETING.

CLOSED SESSION ~ 6:00 p.m.

a. **HEARING (Health & Safety Code 32155, Gov. Code 54954.5)**
Subject: Deliberation concerning medical staff privileges and credentialing, and report of the Medical Executive Committee involving medical audit and quality assurance matters.

b. **PUBLIC EMPLOYMENT (Gov. Code 54957(b)(1))**
Title: General Legal Counsel

c. **CONFERENCE WITH LEGAL COUNSEL – Anticipated Litigation (Gov. Code 54956.9(d)(2))**
- One Potential Matter

d. CONFERENCE WITH LEGAL COUNSEL – Existing Litigation (Gov. Code 54956.9(d)(1))
- Case name: Walla v. ECRMC

BOARD RECONVENED INTO OPEN SESSION AT 7:07 p.m.
A motion was made by Director Goodsell and second by Director Irigoyen to accept the Medical Executive Committee's credentialing recommendations as presented in closed session.

AYES: Burnworth, Goodsell, Garcia, Berker, Irigoyen, Valdez
NOES: None

No reportable action taken in closed session for items B-D

1. **TO CALL ORDER:**
The regular meeting was called to order in open session at 6:57 p.m. by Director Goodsell.

2. **ROLL CALL-DETERMINATION OF QUORUM:**

Vice-President	Laura Goodsell
Treasurer	James Garcia
Secretary	Enola Berker
Trustee	Felipe Irigoyen
Trustee	Rodolfo Valdez

ABSENT:
Arturo Proctor-Trustee

GUESTS:

IMPERIAL VALLEY HEALTHCARE DISTRICT

Adriana Ochoa – Legal/Snell & Wilmer

3. PLEDGE OF ALLEGIANCE WAS LED BY DIRECTOR GOODSELL.

4. APPROVAL OF REQUEST FOR REMOTE APPREARANCE BY BOARD MEMBERS: None

5. CONSIDER APPROVAL OF AGENDA:

Motion was made by Director Valdez and second by Director Goodsell to approve the agenda for October 22, 2026. Motion passed by the following vote wit:

AYES: Burnworth, Goodsell, Garcia, Berker, Irigoyen, Valdez
NOES: None

6. PUBLIC COMMENT TIME:

Flavio Grijalva is the business representative for Teamsters Union Local 542 representing the El Centro Regional Medical Center spoke about an unfair labor practice charge they have filed and why this step became necessary.

7. BOARD COMMENTS:

a. Brief reports by Directors on meetings and events attended.

Director Goodsell reported that Carly and herself attended the Holtville Rotary Club. They gave an educational presentation, and she thinks that went really well. Carly knocked it out of the park, and they got some really good questions

Director Burnworth thanked everyone who attended on Monday for the celebration on the final closing for ECRMC.

b. Schedule of upcoming Board meetings and events.

Adriana reminded the board that in the month of November and December there are two months when there are only one regular board meeting and that is the second Thursday of the month and that is because the fourth Thursday falls on Thanksgiving and Christmas Eve. If anything, urgent comes to our attention, we will have a special meeting. At the first meeting of January, we will adopt the 2027 schedule.

c. Report by Merger Strategic Planning Ad-Hoc Committee

Adriana reported that the Ad-Hoc Committee plans to continue to meet until the merger is completed. The transaction is finalized but there are post-closing obligations that are continuing. They will terminate the Ad-Hoc committee when all those obligations are finalized.

d. Finance Committee Update.

Director Garcia reported that the Finance Committee was originally going to meet next Monday, but they are going to cancel that meeting since we are going to be reviewing the financials tonight and there will be no need for a meeting on Monday. They are looking to having a meeting early

December.

8. **CONSENT CALENDAR:**

Motion was made by Director Irigoyen and second by Director Garcia to approve the Consent Calendar. Motion passed by the following vote wit:

AYES: Burnworth, Goodsell, Garcia, Berker, Irigoyen, Valdez
NOES: None

9. **ACTION ITEMS:**

a. Action Item: Policy and Procedure: Use of Force

Motion was made by Director Goodsell and second by Director Berker to approve the Policy and Procedure: Use of Force. Motion passed by the following wit:

AYES: Burnworth, Goodsell, Garcia, Berker, Irigoyen, Valdez
NOES: None

b. Action Item: Policy and Procedure: Physician Suspension for Noncompletion of Medical Records

Motion was made by Director Goodsell and second by Director Berker to approve the Policy and Procedure: Physician Suspension for Noncompletion of Medical Records. Motion passed by the following wit:

AYES: Burnworth, Goodsell, Garcia, Berker, Irigoyen, Valdez
NOES: None

c. Action Item: Policy and Procedure: Professional Practice Evaluation

Motion was made by Director Goodsell and second by Director Berker to approve the Policy and Procedure: Professional Practice Evaluation. Motion passed by the following wit:

AYES: Burnworth, Goodsell, Garcia, Berker, Irigoyen, Valdez
NOES: None

d. Action Item: Policy and Procedure: Pepper Gas Use by Security Officers

Motion was made by Director Goodsell and second by Director Berker to approve the Policy and Procedure: Pepper Gas Use by Security Officers. Motion passed by the following wit:

AYES: Burnworth, Goodsell, Garcia, Berker, Irigoyen, Valdez
NOES: None

e. Action Item: Policy and Procedure: Restraints, Use by Security

Motion was made by Director Goodsell and second by Director Berker to approve the Policy and Procedure: Restraints, Use by Security. Motion passed by the following wit:

AYES: Burnworth, Goodsell, Garcia, Berker, Irigoyen, Valdez
NOES: None

f. Action Item: Policy and Procedure: Radiology Peer Review

Motion was made by Director Goodsell and second by Director Berker to approve the Policy and Procedure: Radiology Peer Review. Motion passed by the following wit:

AYES: Burnworth, Goodsell, Garcia, Berker, Irigoyen, Valdez
NOES: None

g. Action Item: Policy and Procedure: Fall Prevention Program

Motion was made by Director Goodsell and second by Director Berker to approve the Policy and Procedure: Fall Prevention Program. Motion passed by the following wit:

AYES: Burnworth, Goodsell, Garcia, Berker, Irigoyen, Valdez
NOES: None

h. Staff Recommends Action to Authorize: Authorization to approve Professional Service Agreement for Lwbba Grissell Chait Llamas, MD, Inc.
Presented by: Carly Zamora
Contract Value: approximately $470,000 annually varies due to incentive
Contract Term: 3 years
Budgeted: Yes
Budgeted Classification: Professional Fees

Motion was made by Director Irigoyen and second by Director Garcia to approve the Authorization to approve Professional Service Agreement for Lwbba Grissell Chait Llamas, MD, Inc. Motion passed by the following wit:

AYES: Burnworth, Goodsell, Garcia, Berker, Irigoyen, Valdez
NOES: None

i. Staff Recommends Action to Authorize: Renew Service Agreement with Hologic
Presented by: Carly Zamora,
Contract Value: 3-Year agreement $176,827.50
Annual Cost: $58,942.50
Contract Term: December 21, 2026 - December 20, 2029 (3 years).
Budgeted: Yes
Budgeted Classification: Operation

Motion was made by Director Berker and second by Director Valdez to approve the

Renew Service Agreement with Hologic. Motion passed by the following wit:

AYES: Burnworth, Goodsell, Garcia, Berker, Irigoyen, Valdez
NOES: None

j. Staff Recommends Action to Authorize: Resolution No. 2026-1022, Resolution of the Imperial Valley Healthcare District Authorizing Execution and Delivery of the Second Amendment to Loan and Security Agreement for the Distressed Hospital Loan Program between California Health Facilities Financing Authority (CHFFA)/California Department of Health Care Access and Information (HCAI) and IVHD.
Presented by: Carly Zamora
Contract Value: Agreement shall modify loan payment date and provide a revised amortization schedule
Contract Term: (change to payment dates of loan and partial loan forgiveness)
Budgeted: No
Budgeted Classification: Liability

Motion was made by Director Garcia and second by Director Goodsell to approve the Resolution No. 2026-1022, Resolution of the Imperial Valley Healthcare District Authorizing Execution and Delivery of the Second Amendment to Loan and Security Agreement for the Distressed Hospital Loan Program between California Health Facilities Financing Authority (CHFFA)/California Department of Health Care Access and Information (HCAI) and IVHD. Motion passed by the following wit:

AYES: Burnworth, Goodsell, Garcia, Berker, Irigoyen, Valdez
NOES: None

k. Discussion and Possible Action to Approve Organizational Chart for Imperial Valley Healthcare District After Merger

Motion was made by Director Berker and second by Director Garcia to approve the Organizational Chart for Imperial Valley Healthcare District After Merger. Motion passed by the following wit:

AYES: Burnworth, Goodsell, Garcia, Berker, Irigoyen, Valdez
NOES: None

10. MANAGEMENT REPORTS:

a. Finance: Lenin Valdez - Controller

Lenin went over the finance report.

b. Hospital Operations: Carol Bojorquez, MSN, RN – Chief Nursing Officer

Carol went over the CNO report.

c. Clinics Operation: Carly Zamora MSN, RN – Chief of Clinic Operations

Carly gave a brief verbal update and had to do with what was discussed in the strategic plan. There is a lot of discussion in regard to rheumatology, pulmonology and cardiology. They are working with those collaborations with UCSD.

d. Executive: Pablo Velez – Chief Executive Officer

Pablo introduced Gilbert Rebollar, who is taking over as the Director of Marketing Communication.

e. Legal: Adriana Ochoa – General Counsel

Adriana reported that she is tracking bills. They are going to put together a short summary of new ledge that is effective January 1 for the board in case they want to consume any of that's really healthcare district. One that she will point out that's relevant to boards in particular is SB 1159. It is the first AI bill that we have seen related to governance. She will put together a very short memo that summarizes and links to bills that are relevant to work.

11. <u>ITEMS FOR FUTURE AGENDA:</u>
None

12. <u>ADJOURNMENT:</u> With no future business to discuss, Motion was made unanimously to adjourn meeting at 8:08 p.m.

DATE: October 20, 2026

TO: Imperial Valley Healthcare District Board of Directors

FROM: Ramaiah Indudhara, M.D; Chief of Staff, Pioneers Memorial Hospital
Ameen Alshareef, M.D, Chairman, Vice Chief of Staff, Pioneers Memorial Hospital

SUBJ: PMH Medical Staff Recommendations for Approval

ITEMS FOR CONSIDERATION: Recommendations from the Medical Executive Committee for Medical Staff Membership and/or Clinical Privileges, policies/procedures/forms or other related recommendations.

SUMMARY AND BACKGROUND: The Medical Executive Committee, upon the recommendations of the Credentials Committee and the respective clinical services and/or chiefs and based on the completed credential files, policies and procedures, recommends that medical staff membership and/or clinical privileges be granted as outlined below:

1. Recommend **Initial Appointment** effective **November 13, 2026,** for the following:
   - Amoussou, Dela, MD Tele-Neurology
   - Dharmadhikari, Sushrut, MD Tele-Neurology
   - Giannakidis, Dimitrios, MD Tele-Neurology
   - Grinage, Egbert, MD Pediatrics
   - Hessler, Christine, MD Tele-Neurology
   - Kalanithi, Suman, MD Tele-Neurology
   - Lemus, Christopher, DO Emergency Medicine
   - Marwizi, Farirai, MD Internal Medicine
   - Ruff, Jr., Jeffry, DO Tele-Neurology
   - Troncoso, Annais, FNP Family Nurse Practitioner
   - Weldon, Edwardo, CRNA Nurse Anesthetist

2. Recommend **Reappointment** effective **December 1, 2026**, for the following:
   - Khan, Ibrahim, MD Internal Medicine
   - Lai, Christopher, MD Orthopedic Surgery
   - Su, Peter, MD Family Medicine
   - Foret, Jacob, CRNA Nurse Anesthetist – Pending affiliation from military
   - Roschek, Walter, CRNA Nurse Anesthetist

3. Recommend acceptance of **Resignation** for the following:
   - Cruz Rodriguez, Jose, MD Cardiology
   - Hirasuna, Richard, MD Anesthesiology
   - Rohrer, Rebecca, MD Teleradiology

4. Recommend **Release from Proctoring:**
   - Noyes, Brandon, DO Emergency Medicine
   - Bornstein, Jonathan, MD Emergency Medicine

5. Recommend **Release from Proctoring and Advancement:**
   - Cuellar, Noah PA Physician Assistant

6. Recommend acceptance of the following policies/forms:
   - 2% Chlorhexadine Gluconate (CHG) Baths (CLN-01118)
   - Anxiolysis and Minimal Sedation in the Emergency Department (CLN-01933) with changes
   - Care of Patient with Orthopedic Emergencies (Extremities)-Emergency Department (CLN-00931)
   - Plan for Discharging Patients with Tuberculosis (CLN-02302)
   - Valid Orders and Changes to Orders in Radiology (CLN-00517)

Note: not all of these policies require Board approval. Only those requiring this approval (in bold italics) will be forwarded to the Governing Body.

7. The merger has been completed and we are all now IVHD. Discussion is ongoing with regard to the EMR and merging of the two current Cerner applications.

8. Dr. LaFree was welcomed as the Chief of Staff, IVHD. Mr. Velez was welcomed as the CEO, IVHD.

9. AB583 was presented and reflects additional services that may be provided by Nurse Practitioners in cases where patients pass away at home and the death certificate preparation. More information will be presented next month. AB1199 was also presented. The state of California has passed a resolution to allow for a three year appointment/reappointment cycle. Both of these amendments will be presented in December for approval as changes to the Medical Staff Bylaws effective 1/1/2027.
   Stipends for leadership were discussed and approved as suggested in collaboration with ECRMC Campus.
   Credentialing rate increases were also discussed and will be formalized for approval.

10. Ms. Bojorquez reported that 22 new nurses completed their residency program and are working on the orientation process. There was discussion about utilization of Teams by the staff in the ED. Handheld options are being considered.

11. Clinical Service and Committee Reports:
    - Hospitalists – Dr. Papp noted issues with communication through Teams. Handheld options are being considered. TeleNeuro services are up and running, working well. Length of stay is up a bit.
    - Medicine – Dr. Krutzik had nothing to report.
    - Pathology – Cases and discrepancies were reported as well as a critical test result verification memo.
    - Emergency Medicine – Dr. Nelson was not present. No meeting.
    - Surgery– Dr. Whyte had no report for Surgery.
    - Anesthesia - Dr. Larra had nothing to report.
    - OB/GYN – Dr. Bean reported that there was an In-service re:SSI, no additional cases have been reported. Dr. Joseph will be joining InnerCare as an OB/GYN in January.
    - Pediatrics – Dr. Alshareef reported that the NICU NP privilege form was reviewed and approved, however Credentials Committee would like the opportunity to review further. There were questions related to reporting to CPS when mom is positive for drugs. More information is needed.
    - Medical Imaging – Dr. Rapp was not present
    - Ambulatory Services – Dr. .Fareed reported that things are going well. Ms. Zamora stated that they will be consolidating services between the two clinics and be moving Primary Care and Pediatrics to one Calexico Clinic and have specialty services in the other. Locums are still being utilized for Pediatrics and OB. Working to bring additional services to the community.
    - Credentials & Bylaws - As noted above.
    - Utilization Management – No meeting, policies as noted above.

RECOMMENDATION: That the Imperial Valley Healthcare District Board of Directors approves each of the recommendations of the Medical Executive Committee for medical staff membership and clinical privileges as outlined above, policies and procedures as noted and authorize the chief executive officer to sign any documents to implement the same.

Respectfully submitted,

Ameen Alshareef, M.D.
Vice Chief of Staff, Medical Executive Committee, PMH
Chairman, Clinical Service of Pediatrics
Pioneers Memorial Hospital
AA/cb

Imperial Valley Healthcare District

BOARD MEETING DATE: November 12, 2026

SUBJECT: Physician Services Agreement - Anesthesiology

FROM: Douglas Habig, IVHD Chief Legal Officer

BACKGROUND: Attached is a Physician Services Agreement ("PSA") for anesthesiology services between Imperial Valley Healthcare District ("IVHD") and Imperial Valley Specialty Physicians ("IVSP"). IVSP is a "friendly physician" professional corporation established last year by Dr. Seung Gwon in coordination with ECRMC (now IVHD). The purpose of this structure was to create a specialty physician network within the Imperial Valley affiliated with IVHD. As a professional corporation, IVSP can directly employ physicians or contract for their services and is intended to employ or contract with a larger network of physicians that can compete with other multispecialty groups in the Valley. The proposed PSA for anesthesiology is the first contract entered into between IVSP and IVHD for physician services, but management anticipates that many more such contracts will be presented to the Board in the future as we build this network. Because it is a new group affiliated with IVHD, undersigned counsel wished to provide the Board with this explanation for a physician contract that otherwise is unexceptional.

IVSP has contracted with Lata Potturi, M.D., an experienced anesthesiologist to provide anesthesiology coverage to IVHD at the El Centro campus. Dr. Potturi is expected to be used as an alternative to locum tenens and, as such, this PSA will effect substantial savings from the current cost of locums tenens. This contract is a pass-through arrangement by which IVSP will pay the same rates to Dr. Potturi that are provided for under this PSA.

KEY ISSUES: As for any hospital/physician contract the key issue is fair market value for the services being provided, in addition to compliance with other regulatory requirements. Currently, IVHD is paying $450 per hour for locum tenens coverage in anesthesiology. The base rate for Dr. Potturi is $350 per hour for an 8-hour day, but will increase to $450 for any overtime. The on call rate is $2,400 per 12-hour shift on weekends. IVHD El Centro campus currently does not engage locum tenens for on call services, but has been quoted a rate of $5,800 per 12-hour shift. The rates for on-call services by anesthesiologists at IVHD Pioneers campus are significantly higher. In addition, IVHD through IVSP will pay for Dr. Potturi's professional liability coverage exclusively for services provided to IVHD. Finally, IVHD will provide Dr. Potturi access to on campus physician housing and a credit of $10 per meal at the hospital cafeteria. Any housing or meals outside of this arrangement

will be at Dr. Potturi's cost. In contrast, locum tenens contracts provide such physicians with a $200 per day stipend for meals and housing. Thus, this PSA is not only within fair market value, but will effect significant savings to IVHD.

CONTRACT VALUE: The value of the contract depends on the utilization of Dr. Potturi, who is expected to provide services 2 days per week every other week. The annual cost of the contract is estimated at less than $100,000.

CONTRACT TERM: One (1) year, with automatic renewal if not terminated 90 days prior to the expiration date. Terminable with cause immediately or without cause on 90 days prior written notice.

BUDGETED: Yes.

BUDGET CLASSIFICATION: Professional (Physician) Services.

RESPONSIBLE ADMINISTRATOR: Pablo Velez, CEO and Carly Zamora, COO

DATE SUBMITTED TO LEGAL: 9/23/26 **REVIEWED BY LEGAL:** [X] Yes [ ] No

FIRST OR SECOND SUBMITTAL: [X] 1st [ ] 2nd

RECOMMENDED ACTION: Approve the PSA with IVSP for anesthesiologist services.

APPROVED: Pablo Velez

Pablo Velez, IVHD Chief Executive Officer

PHYSICIAN SERVICES AGREEMENT

This Physician Services Agreement (this "Agreement") is made and entered into as of November 1, 2026 (the "Effective Date"), by and between Imperial Valley Healthcare District, a California healthcare district ("Hospital") and Imperial Valley Specialty Physicians, a California Professional Corporation ("Group").

RECITALS

A. Hospital owns and operates a general acute care hospital with campuses located at 1415 Ross Avenue, El Centro, California and 207 W. Legion Road, Brawley, CA, which includes provision of anesthesiology services.

B. Hospital is in need of an experienced, qualified physician to provide services in the specialty of anesthesiology for the Department as described in this Agreement.

C. Group is a professional corporation that contract with a physician experienced in the specialty of anesthesiology (the "Specialty") who is licensed to practice medicine in the State of California, board certified or board eligible in anesthesiology, has met the requirements for membership in the Medical Staff, and maintains privileges at Hospital ("Physician").

NOW, THEREFORE, the parties hereto agree as follows:

Section 1. DUTIES OF GROUP

During the term of this Agreement, Group and Physician will perform and comply with all duties, responsibilities, conditions, and covenants set forth in this Agreement, including, but not limited to, the following:

1.1 Services. Group through its contracted Physician will render and perform clinical services in the specialized field of Anesthesiology (the "Services"). The Services to be provided by Group are further described in Exhibit 1.1.

1.2 Medical Records.

(a) Unless otherwise specifically agreed to by the parties, Group and its Physician will cause a complete medical record and report to be prepared and maintained for each Hospital patient evaluated and/or treated by any Provider as required by Hospital in a timely fashion. This record will be made on forms provided by Hospital, and will be prepared in compliance with all state and federal regulations, the regulations and requirements of The Joint Commission, Hospital Medical Staff Bylaws, and Hospital rules, regulations, policies and procedures. The medical record will at all times remain the property of Hospital.

(b) Both during and after the term of this Agreement, Group and Physician will be permitted to inspect and/or duplicate any individual chart or record to the extent necessary to meet professional responsibilities to such patient(s), to comply with applicable licensing and certification requirements, and/or to assist in the defense of any malpractice or similar claim to which such chart or record may be pertinent; provided, however, that such inspection or

duplication will be conducted in accordance with applicable legal requirements and pursuant to commonly accepted standards of patient confidentiality.

(c) As more specifically set forth in Section 8.3 below, Group and Physician will be responsible for maintaining patient confidentiality with respect to any information obtained by Group pursuant to this Section 1.2. This provision will survive the termination of this Agreement for any reason.

1.3 Professional Qualifications. Group will assure that its contracted Physician will at all times:

(a) Be duly qualified and licensed in the state of California to practice his profession, and be board certified/board eligible in the Specialty;

(b) Hold a valid DEA permit and all necessary California controlled substance permits to prescribe controlled substances;

(c) Maintain all permits, licenses, and certificates necessary to maintain the full scope of Anesthesiology services required under this Agreement as of the Effective Date;

(d) Maintain professional liability insurance in an amount and form as set forth in Section 1.10 of this Agreement;

(e) Be an active member in good standing of the Medical Staff with sufficient clinical privileges at Hospital to provide the Professional Services; and

(f) Be eligible to provide services to beneficiaries under the Medicare, Medi-Cal, and TRICARE programs as a participating provider.

1.4 Representations and Warranties. Group and Physician represent and warrant to Hospital that:

(a) Group and Physician are not bound by any agreement or arrangement which would preclude Group or Physician from fully performing the Services required under this Agreement;

(b) Physician's license to practice his profession in the State of California or in any other jurisdiction shall not have been denied, suspended, revoked, terminated, voluntarily relinquished under threat of disciplinary action, or restricted in any way;

(c) Physician's medical staff privileges at any health care facility has not been denied, suspended, revoked, terminated, voluntarily relinquished under threat of disciplinary action, or made subject to terms of probation or any other restriction;

(d) Physician has not been convicted of an offense related to health care, or listed by the Medicare, Medi-Cal, or TRICARE programs or any other federal or state agency as excluded or otherwise suspended or ineligible for federal or state program participation;

(e) Group and Physician will provide Services under this Agreement consistent with applicable laws, regulations, and payor requirements; and

(f) Group and Physician have no information that would reasonably indicate that Group or Physician is not able to perform the Services required under this Agreement.

1.5 Compliance with Rules and Laws. Group and Physician will at all times comply with and provide the Services in accordance with all policies, bylaws, rules, and regulations of Hospital and its Medical Staff, applicable standards and recommendations of The Joint Commission, and all applicable federal, state, and local laws, rules, and regulations and the community standards of high quality medical practice as it relates to the provision of care in the Specialty to Hospital's patients.

1.6 Compliance Activities. Group and Physician will comply with Hospital's compliance programs and participate in good faith in compliance activities. Group will cooperate with any compliance audits, reviews, and investigations that relate to Group and/or any of the Services provided by Group under this Agreement. Such cooperation will include without limitation the provision of any and all documents and/or information related to Group and Physician's provision of Services under this Agreement, as may be requested by Hospital. In addition, as reasonably requested by Hospital, Group and Physician will participate in compliance-related seminars and educational programs sponsored by Hospital.

1.7 Quality Improvement and Risk Management. Group and Physician will participate in:

(a) The quality improvement and risk management programs of Hospital and serve on such quality improvement or risk management committees as may be required;

(b) Ongoing quality improvement monitoring activities, such as audits, reviews, or investigations, conducted in order to evaluate and enhance the quality of patient care. The appropriate review mechanism will be applied in accordance with the provisions of the Medical Staff Bylaws, accreditation organizations, and applicable laws; and

(c) Risk management activities designated to identify, evaluate, and reduce risk of patient injury associated with care.

1.8 Excluded Providers. Group and Physician will not employ or contract with individuals sanctioned or excluded from participation in the Medicare, Medi-Cal, TRICARE, or any federal health care program and will verify the status of all such persons prior to and regularly during their employment or contract term. Any persons contracted or employed by Group or Physician who becomes so sanctioned or excluded during the term of this Agreement will be immediately prohibited from providing Services under this Agreement.

1.9 Non-Discrimination. Group and Physician will not differentiate or discriminate in the provision of Services to any Hospital patient because of race, color, creed, national origin, ancestry, religion, sex, marital status, sexual orientation, medical condition, health status, age, or financial status. Group and Physician will not reduce or limit medically necessary services to any patient, including Medicare, Medi-Cal, or TRICARE beneficiaries.

1.10 Insurance. Group and Physician will maintain professional liability insurance covering Physician in the minimum amounts of $1,000,000 per occurrence/$3,000,000 annual aggregate from an insurance company acceptable to Hospital. If such insurance is on a "claims-made" basis, and such coverage is later terminated, or converted to an "occurrence" coverage (or vice versa), Group and Physician will also acquire "prior acts" or "tail" coverage (as applicable), in the above amounts, covering all periods that this Agreement is or has been in force. Group and Physician will provide to Hospital upon request copies of certificates evidencing all required coverage and will give Hospital 30 days' advance written notice of any proposed changes or termination of coverage under such policies.

1.11 Use of Hospital Facilities. All facilities, equipment, supplies, and personnel provided by Hospital will be used by Group and Physician solely to provide Services under this Agreement and will not be used by Group or Physician for any other purpose whatsoever, including without limitation, the operation of any private medical practice or services not covered by this Agreement. This Agreement will not be construed as a lease to Group or Physician of any portion of Hospital's facilities; insofar as Group or Physician may use a portion of Hospital's facilities under this Agreement, he does so as a licensee only, and Hospital will at all times have full and free access to the same.

1.12 Location of Services. All Professional Services will be performed at the Hospital.

1.13 No Authorization to Contract. Group and Physician will not enter into any contracts, agreements, or memoranda of understanding on behalf of Hospital, or for rendering of any services to Hospital's patients, and nothing in this Agreement will be construed to give Group or Physician authority, either express or implied, to execute contracts on behalf of Hospital.

1.14 Expenses. Group and Physician will not incur any expense or financial obligation on behalf of Hospital without Hospital's prior written consent, which consent will be in Hospital's sole and absolute discretion.

1.15 Expert Witness Conflict of Interest. Group and Physician will not accept any consulting assignment or otherwise contract, agree or enter into any engagement to provide expert testimony, evaluation or other services on behalf of a plaintiff in connection with any claim asserting negligence, malpractice, or professional liability on the part of (a) Hospital, (b) any other hospital or health care facility owned or operated by, or affiliated with, Hospital, or (c) any employee of Hospital or such other hospital or health care facility owned or operated by, or affiliated with, Hospital, if the claim relates to the acts or omissions of such employee within the scope of such employee's employment. Notwithstanding the foregoing, nothing herein will prevent Group or Physician from testifying as a factual witness in an action in which both Group, Physician and/or Hospital (or any other hospital or health care facility owned or operated by or affiliated with Hospital, or any employee of Hospital or such other hospital or health care facility owned or operated by, or affiliated with, Hospital) are defendants.

1.16 Fraud and Abuse Laws. Nothing in this Agreement, nor any other written or oral agreement, nor any consideration in connection with this Agreement, contemplates or requires or is intended to induce or influence the admission or referral of any patient to or the generation of any business between Group, Physician and Hospital. This Agreement is not intended to influence

Physician's judgment in choosing the medical facility appropriate for the proper care and treatment of patients, or restrict Physician in any way from establishing medical staff membership or clinical privileges at any other healthcare facility.

Section 2. DUTIES OF HOSPITAL

During the term of this Agreement, Hospital will perform and comply with all duties and responsibilities, conditions and covenants set forth in this Agreement, including but not limited to the following:

2.1 Equipment, Facilities, Supplies and Services. Hospital will, with input from Group, provide and maintain all customary and necessary facilities, equipment, supplies, maintenance, utilities, and personnel reasonably required for operation of the Department. The addition, deletion, or purchase of equipment and supplies and the selection, removal, and retention of personnel will be the exclusive function of Hospital. Hospital shall be solely responsible for all compensation, benefits, workers' compensation, and withholdings for employment taxes payable to or on behalf of all Hospital employees. Notwithstanding any other provision of this Agreement, if Group should ever allege that Hospital breached its obligations under this subsection, Group's sole and exclusive remedy will be termination of this Agreement.

2.2 Corporate Practice of Medicine Bar. Hospital will not involve itself in those aspects of Physician's practice of medicine for which a license to practice medicine is required.

2.3 Responsibility for Hospital. To the extent required by applicable laws and regulations. Hospital will retain professional and administrative responsibility for the facilities and services rendered to patients in the Department and in Hospital.

Section 3. QUALITY

Both parties agree that quality indicators of the Department's performance are essential to its proper operation. Group and Hospital, through its Quality Improvement Committee, will develop a set of quality indicators. Regular reports will be made by Group as requested by Hospital to the Hospital's Quality Improvement Committee. The Quality Improvement Committee will report on the benchmarks to relevant committees of the Hospital Board. In addition, Hospital may request that Group participate in the presentation of performance data to the Hospital Board committees and other Groups as deemed necessary by Hospital.

Section 4. COMPENSATION AND BILLING

4.1 Compensation for Services. As payment in full for Group and Physician's provision of Services, Hospital will pay to Group the compensation described on Exhibit 4.1.

4.2 Tax Reporting. To the extent required by law. Hospital will report all payments to Group under this Agreement on IRS Form 1099 and its state law counterpart. To ensure that payments are properly reported, Group will complete, execute, and deliver to Hospital an IRS Form W-9.

4.3 Billing for Professional Services. Hospital is entitled to bill and collect for all professional fees for clinical services provided by Group and Physician. Hospital, Group and Physician shall reasonably cooperate to ensure that their billing and collection practices conform to the requirements of this Agreement. Group and Physician shall sign any and all documents necessary to effect assignment of his professional fees to Hospital.

4.4 Billing for Hospital Services. Hospital will be solely responsible for, and solely entitled to, the billing and collection of all charges for hospital services and services provided by hospital personnel furnished to Hospital patients under this Agreement.

Section 5. INDEPENDENT CONTRACTOR RELATIONSHIP

In performing the Services described in this Agreement, Group and Physician are acting as an independent contractors and will not be considered an employee, joint venturer or partner of, Hospital for any purpose whatsoever. Hospital will neither have nor exercise any control or direction over the methods by which Group and Physician will perform the Services required under this Agreement. The sole interest of Hospital is to assure that such Services are performed in a competent, efficient, and satisfactory manner. Group and Physician will not have any claim under this Agreement or otherwise against Hospital for compensation of any kind, workers' compensation, severance pay, vacation pay, sick leave, retirement benefits, health plan benefits, Social Security benefits, disability insurance benefits, unemployment insurance benefits, or any other benefits of any kind. Group and Physician, will be solely responsible for, and will indemnify, defend, and hold Hospital harmless from and against any claim, liability, or expense related to, any and all income tax withholding, estimated income tax, social security tax, self-employment tax, unemployment tax, or any other tax obligations related to the compensation payable by Hospital to Group or Physician under this Agreement.

Section 6. TERM

6.1 Term. The term of this Agreement will be one (1) year commencing on the Effective Date, unless terminated earlier as set forth herein. This Agreement will automatically renew on the anniversary of the Effective Date for subsequent 1-year terms unless either party provides written notice of non-renewal to the other party at least ninety (90) days before the end of the then-current term.

6.2 Early Termination. Notwithstanding Section 6.1, this Agreement may be terminated pursuant to any of the following applicable provisions:

(a) Mutual Agreement. This Agreement may be terminated at any time upon the written concurrence of the parties.

(b) With Cause. Hospital may terminate this Agreement immediately by written notice to Group upon the occurrence of any of the following events:

(i) The inaccuracy of any representation of Group in Section 1.4;

(ii) Failure of Group or Physician to obtain or maintain professional liability insurance as required under Section 1.10 hereof;

(iii) The occurrence of any incident involving Group or Physician that significantly impairs the operation of Hospital or the Hospital's license, accreditation, or Medicare, Medi-Cal, or TRICARE participation;

(iv) Loss or restriction of Group or Physician's license to practice medicine;

(v) Exclusion of Group or Physician from participation in any federal health care program, including the Medicare, Medi-Cal, or TRICARE programs; or

(vi) Closure of Hospital or material reduction in Anesthesiology services offered through the Department.

(c) Material Breach. Subject to the immediate termination rights of Hospital set forth in Section 6.2(b) above, either party will have the right to terminate this Agreement upon a material breach of any terms or conditions of this Agreement by the other party, provided such breach continues uncured for 15 days after receipt by the breaching party of written notice of such breach from the non-breaching party. The parties hereto expressly acknowledge that each of the following constitutes a material breach of this Agreement: (i) failure to provide Services as required by this Agreement; (ii) any act or omission by Group or Physician that jeopardizes the quality of care provided to Hospital's patients; (iii) or failure of Group or Physician to negotiate in good faith with third party payors in accordance with the provisions of Section 4.4(b). The foregoing sentence is not an inclusive list of material breaches.

(d) Legal Jeopardy. If either party obtains a written opinion of legal counsel stating that, in the event of an audit or investigation, this Agreement is likely to be challenged by any governmental agency as illegal or improper or resulting in fines, penalties, or exclusion from the Medicare, Medi-Cal, or TRICARE programs, or in the case of Hospital, loss of Hospital's licensure, tax-exempt status or its ability to obtain tax-exempt financing, that party may terminate this Agreement by providing written notice, including a copy of such opinion, to the other party. Within 10 days of such notice, the parties will meet and confer to discuss mutually acceptable means of restructuring the relationship to eliminate the legal concern. In the event that the parties are unable to reach agreement on new terms within 20 days of their meeting, this Agreement will automatically terminate.

(e) Without Cause Termination. Either party may elect to terminate this Agreement, without cause, upon ninety (90) days' prior written notice to the other party.

6.3 Effect of Expiration or Termination.

(a) Termination of Obligations. Except as otherwise provided in this Section 6.3, upon expiration or other termination of this Agreement, the parties will be relieved and released from any further duties and obligations under this Agreement.

(b) Custody of Records. Custody of all Hospital records, equipment and supplies will be turned over to Hospital pursuant to Section 1.2 of this Agreement.

(c) Continuation of Patient Services. Except for termination the cause of which is such that continued provision of Professional Services would be illegal or would pose an unacceptable risk to patient welfare, Group and Physician will continue to be obligated under this Agreement up until the effective date of any termination to continue to provide Professional Services to Hospital's patients and in full cooperation with Hospital, including but not limited to, cooperation in transferring to physicians designated by Hospital such continuing care of patients who are receiving care provided or supervised by any Provider at the time notice of termination was given.

(d) Compensation. Upon expiration or termination of this Agreement (1) Hospital will pay to Group all compensation owed for Services provided during the term of the Agreement, (2) Group and Physician will remit all payments received for Professional Services provided during the term of the Agreement to Hospital, and (3) Group and Physician will cooperate with Hospital regarding confirmation that all such payments were remitted by providing documentation reasonably requested by Hospital.

(e) Liability for Breach. Except as provided at Section 2.1, a termination by any party as a result of a material breach by the other party will not be an exclusive remedy, and the non-breaching party will be entitled to pursue other remedies for such breach available at law or in equity.

(f) Vacating Premises and Removing Property. Upon expiration or termination of this Agreement and upon the request of Hospital, Group and Physician will immediately vacate the premises of Hospital, and remove any and all of his personal property in a timely fashion. Any personal property that is not so removed may be removed by Hospital, at Group or Physician's expense.

(g) Survival. The provisions of Sections 1.2 (Medical Records), 1.10 (Insurance), 4.6 (Covenants and Indemnification), 5 (Independent Contractor Relationship), 7 (Access to Books and Records), 8 (Confidentiality), 9 (Dispute Resolution), 10 (Notices), and 11 (Miscellaneous) will survive termination of this Agreement.

(h) Renewal, Extensions, New Agreements. Neither party will have any obligation to renew or extend, nor to negotiate a renewal or extension of, this Agreement or enter into a new agreement for any period after this Agreement is terminated.

Section 7. ACCESS TO BOOKS AND RECORDS

7.1 Access. Group will maintain and make available all necessary books, documents and records in order to assure that Hospital will be able to meet all requirements for participation and payment associated with public and private third party payment programs, including but not limited to matters covered by Section 1861(v)(1)(I) of the Social Security Act, as amended. With respect to said Section 1861(v)(1)(I), Group agrees as follows:

(a) Until the expiration of 4 years after the furnishing of Services, Group will, upon written request, make available to the Secretary of the Program of Health and Human Services (the "Secretary"), the Secretary's duly-authorized representative, the Comptroller

General, or the Comptroller General's duly-authorized representative, such books, documents and records as may be necessary to certify the nature and extent of the costs of such Services; and

(b) If any such Services are performed by way of subcontract with a value or cost of $10,000 or [MT1]more over a 12-month period, such subcontract will contain, and Group will enforce, a clause to the same effect as subparagraph (1) immediately above.

7.2 Limits. The availability of Group's books, documents, and records will be subject at all times to all applicable legal requirements, including, without limitation, such criteria and procedures for seeking and obtaining access that may be promulgated by the Secretary by regulation.

Section 8. CONFIDENTIALITY

8.1 Hospital/Group Information. Each party recognizes and acknowledges that, by virtue of entering into this Agreement and Group's providing Services hereunder, each party may have access to certain information of the other party that is confidential and constitutes valuable, special, and unique property of that party. Neither Hospital nor Group will at any time, either during or subsequent to the term of this Agreement, disclose to others, use, copy, or permit to be copied, without the other party's express prior written consent, except pursuant to Hospital's or Group's duties hereunder, any confidential or proprietary information of the other party, including, but not limited to, information which concerns Hospital's patients, costs, prices, and treatment methods at any time used, developed, or made by either party, and which is not otherwise available to the public.

8.2 Terms of this Agreement. Except for disclosure to Group's legal counsel, accountants, or financial advisors, Group will not disclose any terms of this Agreement to any person who is not a party to this Agreement, unless disclosure thereof is required by law or consented to in writing by Hospital.

8.3 Patient Information. Group will not disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by Hospital in writing, any patient or medical record information regarding Hospital or Department patients, and Group will comply with all federal and state laws and regulations, and all rules, regulations, and policies of Hospital and its Medical Staff, regarding the confidentiality of such information. Group acknowledges that in receiving or otherwise dealing with any records or information from Hospital about any of its patients who are receiving treatment for alcohol or drug abuse, Group is fully bound by the provisions of the federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records (42 C.F.R. Part 2, as amended from time to time). Group will comply with the applicable provisions of the Health Insurance Portability and Accountability Act of 1996 and the requirements of any regulations promulgated thereunder, as both may be amended from time-to-time ("HIPAA") and with all other applicable privacy laws governing the privacy and security of personal information and medical information. For purposes of HIPAA, the parties agree that their relationship shall constitute an organized health care arrangement, as defined at 45 C.F.R. § 160.103 of HIPAA, with respect to the Group's provision of Services at the Hospital. With respect to protected health information (defined at 45 C.F.R. § 160.103 of HIPAA) that Group creates, receives, maintains, or transmits as part of an organized health care arrangement with Hospital

("Protected Health Information"), Group agrees to: (i) implement appropriate safeguards to prevent the use or disclose of a patient's Protected Health Information other than as provided for by this Agreement; and (ii) promptly report to Hospital any use or disclose of Protected Health Information not provided for by this Agreement or in violation of HIPAA of which Group becomes aware. In the event Group, with Hospital's approval, contracts with any agents to whom Group provides Protected Health Information, Provider will include provisions in such agreements whereby the Provider and agent agree to the same restrictions and conditions that apply to Provider with respect to such Protected Health Information. Group will make its internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the Secretary to the extent required for determining compliance with HIPAA. Notwithstanding the foregoing, no attorney-client, accountant-client, or other legal privilege will be deemed waived by Group or Hospital by virtue of this Section.

Section 9. DISPUTE RESOLUTION

Any dispute or controversy arising under, out of or in connection with, or in relation to this Agreement, or any amendment hereof, or the breach hereof will be determined and settled by binding arbitration before one arbitrator, to occur in Imperial County, California, and be administered by the American Health Law Association Alternative Dispute Resolution Service, under its Rules of Procedure for Arbitration, and applying the laws of the State of California. Any award rendered by the arbitrator will be final and binding upon each of the parties, and judgment thereon may be entered in any court having jurisdiction thereof. The costs will be borne equally by both parties. During the pendency of any such arbitration and until final judgment thereon has been entered, this Agreement will remain in full force and effect unless otherwise terminated as provided hereunder. The provisions of this Section will survive expiration or other termination of this Agreement regardless of the cause of such termination.

Section 10. NOTICES

Any notices or other communications permitted or required by this Agreement will be deemed made on the day personally delivered in writing or three days after mailed by certified mail (or first class mail), postage prepaid, or next business day by other national overnight delivery service to the other party at the address set forth below or to such other persons and addresses as either party may designate in writing:

If to Hospital:

Imperial Valley Healthcare District
1415 Ross Avenue
El Centro, CA 92243
Attention: Chief Operating Officer
PVelez@iv-hd.org

If to Group:

Seung Gwon, M.D.
1271 Ross Avenue
El Centro, CA 92243
ssgwon@gmail.com

Section 11. MISCELLANEOUS

11.1 Waiver. A waiver by either party of a breach or failure to perform hereunder will not constitute a waiver of any subsequent breach or failure.

11.2 Severability. In the event any portion of this Agreement is declared invalid or void by a court or arbitrator, such portion will be severed from this Agreement, and the remaining provisions will remain in effect, unless the effect of such severance would be to substantially alter the Agreement or obligations of the parties, in which case this Agreement may be immediately terminated.

11.3 Assignment; Subcontracting. Group may not assign its rights or obligations under this Agreement, nor transfer its rights or obligations as part of a transaction under which it transfers substantially all of its assets, whether by deed, act, by operation of law, agreement or otherwise without the express written consent of Hospital. Group may not subcontract the performance of Services without the express written consent of Hospital. Hospital is permitted to assign or transfer its rights and obligations under this Agreement by merger, reorganization, consolidation, formation of a subsidiary, or sale of all or substantially all of its respective assets, without notice to or consent from Group.

11.4 Construction. The parties agree that each party and its counsel have had an opportunity to review and have revised this Agreement and that the rule of construction that would resolve ambiguities against the drafting party will not be employed in the interpretation of this Agreement.

11.5 Use of Names and Logos. Neither party will be permitted to use the other's name, logo or corporate identity for any purpose without the prior written consent of the party whose name, logo or corporate identity is to be used.

11.6 Captions. The captions contained herein are used solely for convenience and will not be deemed to define or limit the provisions of this Agreement.

11.7 No Third Party Rights. The parties do not intend the benefits of this Agreement to inure to any third person not a signatory to this Agreement. Notwithstanding anything contained herein, or any conduct or course of conduct by any party to this Agreement, before or after signing this Agreement, this Agreement will not be construed as creating any right, claim or cause of action against either party by any person or entity not a party to this Agreement.

11.8 Governing Law. This Agreement will be construed in accordance with the laws of the State of California. The provisions of this section will survive expiration or other termination of this Agreement regardless of the cause of such termination.

11.9 Counterparts. This Agreement may be executed in one or more counterparts, all of which together will constitute only one Agreement.

11.10 Force Majeure. Neither party will be liable or deemed in default of this Agreement for any delay or failure to perform caused by acts of God, war, disaster, strikes, pandemic, or any cause beyond the reasonable control of the non-performing party.

11.11 Entire Agreement; Modification. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, including the Previous Agreement, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement.

11.12 Litigation Cooperation. Each party will reasonably cooperate with the other party in furnishing information, testimony and other assistance in connection with any litigation, audits, proceedings, or disputes relating to the activities contemplated by this Agreement, other than proceedings or disputes between the parties to this Agreement.

11.13 Execution. By their signatures below, each of the following represent that they have the authority to execute this Agreement and to bind the party on whose behalf their execution is made.

[Signatures on Next Page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date set forth above.

IMPERIAL VALLEY HEALTHCARE DISTRICT	**IMPERIAL VALLEY SPECIALTY PHYSICIANS, P.C.**
By: _____	By: _____
Name: Pablo Velez	Name: Seung Gwon, M.D.
Title: Chief Executive Officer	
Date: _____	Date: 10/30/26

EXHIBIT 1.1

SERVICES

Physician, through its Providers, will perform the following Services for the benefit of Hospital and its patients:

1. Professional Services. Physician will provide professional services in the Specialty for inpatients and outpatients at Hospital (including the Department) as necessary or appropriate in the determination of Hospital for the operation of the Department ("Professional Services"). Physician must ensure that Professional Services that are reasonably and commonly within the scope of services provided by Providers specializing in anesthesiology are available during regular business hours of the Department, and Physician and Hospital will work cooperatively together to schedule the Professional Services to ensure the needs of Hospital's patients are met in collaboration with any other physicians providing professional services to Hospital .

EXHIBIT 4.1

COMPENSATION

1. Professional Services. The following compensation terms apply to Professional Services provided under this Agreement:

    a. Right to Collections. Hospital will be entitled to all fees collected by Group or Physician for Professional Services furnished by Physician under this Agreement. Group and Physician expressly and irrevocably transfer and assign all right, title, and interest of Group and Physician in and to any such fees resulting from or incident to Physician's provision of Professional Services. Group and Physician will use their best efforts to assist Hospital in billing and collecting for the Professional Services promptly and in all instances consistent with applicable law. For any fees received by Group or Physician, Physician will endorse and deliver all such fees collected for Professional Services to Hospital no later than 30 days after receipt by Group or Physician. Group and Physician will provide to Hospital promptly all information reasonably requested from Group and Physician to confirm any and all fees collected for Professional Services were properly remitted to Group.

    b. Compensation to Group on behalf of Physician. As compensation for Physician's performance of Professional Services, Hospital will pay Group as follows:

        i. Weekday daytime rate of $375 per hour, with an 8-hour guarantee
        ii. After 8 hours, an overtime rate of $450 per hour
        iii. Weekend On Call (beeper) rate for 24 hours: $2,400
        iv. Weekend callback rate - $400 per hour, with a 3-hour minimum
        v. Weekday On Call (beeper) rate of $750
        vi. Weekday callback rate – $400 per hour, with a 2-hour minimum

    c. Professional Liability Insurance. Hospital will arrange and pay for professional liability insurance coverage to Group and Physician in accordance with the terms of this Agreement.

    d. Housing and Meals. Hospital will arrange with Group to provide Physician with housing in its owned facilities during periods she is working. If Physician chooses not to avail herself of such Hospital owned housing, she will be solely responsible for such housing expense. Hospital will arrange for Physician to have a credit not to exceed $10.00 per meal for 2 meals per day in Hospital cafeteria during periods that she is working. Any meals obtained by Physician outside the Hospital shall be at her expense.

    e. Documentation. Group and Physician will provide to Hospital upon reasonable request all information and documentation necessary to confirm the hours reported by Physician are accurate and reflect only Professional Services personally performed by the Providers.

f. Invoicing and Payment. On or before the 15th day of the month following the month in which Professional Services were provided, Group will submit an invoice to Hospital identifying the hours personally performed by Physician during such month. Group and Physician will promptly provide any additional information requested by Hospital that may be necessary to validate the information included on the invoice. Hospital will pay all undisputed invoices within fifteen (15) days of receipt from Group and Physician.

IMPERIAL VALLEY HEALTHCARE DISTRICT

BOARD MEETING DATE: 11/12/2026

SUBJECT: Authorization to approve a Coverage Service Agreement for Synergy Specialists Medical Group, Inc.

BACKGROUND: This Coverage service agreement to provide orthopedic services in the hospitals and clinics. This is a new agreement.

KEY ISSUES: Physician shall provide a minimum of (8) hours per day, four days per month of Orthopedic services in the Hospital clinics/and or operating rooms. Physician shall be compensated as follows:

- Flat rate per day at $3,000.00 (30 patients must be scheduled) for Orthopedic visits.
- Physician shall be compensated ($81.00) per wRVU for surgical services

CONTRACT VALUE: Approximately $200,000 will vary based on surgical volumes.

CONTRACT TERM: 3 years

BUDGETED: No

BUDGET CLASSIFICATION: Professional Fees

RESPONSIBLE ADMINISTRATOR: Carly Zamora/Pablo Velez

DATE SUBMITTED TO LEGAL: _____ **REVIEWED BY LEGAL:** [X] Yes [ ] No

FIRST OR SECOND SUBMITTAL: [X] 1st [ ] 2nd

RECOMMENDED ACTION: : Authorization to approve a Coverage Service Agreement for Synergy Specialists Medical Group, Inc.

PROFESSIONAL SERVICES AGREEMENT
(Orthopedics)

THIS PROFESSIONAL SERVICES AGREEMENT ("**Agreement**") is entered into and executed as of _____ ("**Effective Date**"), by and between Imperial Valley Healthcare District, a Local Healthcare District, organized and existing in the State of California pursuant to the California Health and Safety Code, §§32000 *et seq.* ("**Hospital**"), and Synergy Specialists Medical Group, Inc., a California Professional Corporation registered to provide medical services in the State of California, which provides the services of Alan G. Valdovino Gonzalez, M.D., an individual licensed to practice medicine in the state of California **("Director")**. Director and Hospital are sometimes individually referred to hereafter as a "Party" and collectively as "Parties".

This Professional Services Agreement is entered into with respect to the following facts:

RECITALS

A. Hospital owns and operates a general acute care hospital located in Brawley, California, El Centro California and rural health clinics ("RHCs"), in Calexico, California, El Centro, California and Brawley, California

B. Practitioner is duly licensed and qualified to practice medicine under the laws of the State of California and is experienced and qualified to provide specialized services for the treatment of various orthopedic conditions ("**Specialty Services**").

C. Hospital has determined that entering into an agreement with the Practitioner for the provision of Specialty Services is an appropriate way to assure the availability of such Specialty Services for its patients and to maintain a high quality of patient care. The Parties furthermore acknowledge that many of the patients of the Hospital and RHCs will be referred there by outside physicians.

D. The Parties desire to enter into this Agreement to set forth their respective responsibilities in connection with Hospital's and Practitioner's provision of Services for treating patients during the term of this Agreement.

NOW, THEREFORE, the Parties agree as follows:

AGREEMENT

1. DUTIES OF PRACTITIONER

a. **Professional Medical Services**. Practitioner shall provide all professional medical services ("**Professional Services**") as set forth in ***Exhibit A***, as reasonably required for coverage and patient care. Practitioner shall provide the Professional Services in the during regular hours of operation, as mutually agreed upon by the parties, and as more specifically set forth in ***Exhibit B*** ("**Practitioner Coverage**").

b. **Qualifications of Practitioner**. Practitioner shall be: (a) duly licensed by the State of California (b) have levels of competence, experience and skill comparable to those prevailing in the community; (c) are not excluded from any governmental healthcare program, (d) is a member in good standing of the Medical Staff of Hospital, and, within one (1) year following commencement of provision of services in the Agreement, become board certified in Specialty.

c. **Applicable Standards**. Practitioner shall perform all Services under this Agreement in compliance with all applicable standards set forth by law or ordinance or established by the rules and regulations of any federal, state or local agency, department, commission, association or other pertinent governing, accrediting or advisory body, including compliance with the requirements of Joint Commission (JCAHO), having authority to set standards for health care facilities, and in accordance with all Hospital and Medical Staff bylaws, rules, regulations, policies and procedures.

d. **Records and Documentation**; For each patient receiving Services, Practitioner shall promptly complete and finalize for Hospital all of the medical record and report documentation required to accurately record the visit in the Hospital's electronic medical record (EMR) system or on the forms provided by the Hospital. Subject to applicable restrictions on disclosure, Practitioner shall have reasonable access, including the right to make copies, during business hours of all such medical records and reports as they may need from time to time for patient care or responding to any legal, judicial or third party administrative/investigative inquiries.

e. **Use of Premises.** Practitioner shall not use, or knowingly permit any other person who is under Practitioner's direction to use, any part of the Hospital's premises for (i) the private practice of medicine, or (ii) any purpose other than the performance of the services required hereunder.

f. **Non-Discrimination.** During the performance of this Agreement, Practitioner (including employees and subcontractors) shall not unlawfully discriminate, harass, or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, or family care leave. Practitioner and shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Practitioner shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990(a-f), set forth in California Code of Regulations, Title 2, Chapter 5, Division 4 are incorporated into this contract by reference as if duly set forth herein. Practitioner shall give written notice of their obligations under this clause to

labor organizations with which they have a collective bargaining or other agreement. Practitioner shall include the nondiscrimination and compliance provisions of this Agreement in all subcontracts to perform work under this Agreement.

2. REPRESENTATIONS AND WARRANTIES OF PRACTITIONER. Practitioner hereby warrants and represents as follows:

a. Review of Compliance Requirements. Practitioner acknowledges that Hospital has a commitment to full compliance with all laws, regulations and guidance relating to its participation in the federal and state healthcare programs, and as a result has implemented a compliance program including, without limitation, mandatory requirements related to ongoing compliance training and education programs for its workforce, medical staff and persons/entities that conduct healthcare business with the Hospital. As a condition to this Agreement, Practitioner shall provide written acknowledgement that Practitioner and Practitioner's employees, subcontractors and/or agents have received (or been provided with electronic or other access to), read and understood and will comply with Hospital's compliance program materials and Code of Conduct of Medical Staff and further agrees to comply with all pertinent provisions.

b. Practitioner Is Not Restricted. Practitioner is not bound by any agreement or arrangement which would preclude Practitioner from entering into, or from fully performing the services required under, this Agreement.

c. Practitioner is Qualified. Practitioner's license to practice medicine in the State of California, or in any other jurisdiction has not ever been denied, suspended, revoked, terminated, voluntarily relinquished under threat of disciplinary action, or restricted in any way. Additionally, Practitioner's medical staff privileges at any health care facility have not ever been denied, suspended, revoked, terminated, voluntarily relinquished under threat of disciplinary action, or made subject to terms of probation or any other restriction.

d. Prohibition from Program Participation. Practitioner, including employees, has not been (a) excluded, suspended or debarred from, or otherwise ineligible for, participation in any federal or state health care program including, without limitation, Medicare or Medi-Cal (Medicaid), nor (b) convicted of a criminal offense related to conduct that would or could trigger an exclusion from any federal or state health care program including, without limitation, Medicare or Medi-Cal (Medicaid);

e. Notification of Threatened Exclusion From Program Participation. Practitioner shall notify Hospital immediately in writing if Practitioner becomes the subject of (a) any threatened, proposed or actual exclusion, suspension or debarment, (b) any conviction of a criminal offense related to conduct that would or could trigger an exclusion, of it or any of its agents or employees from any federal or state health care program, (c) any investigatory, disciplinary, or other proceeding by any governmental, professional, licensing board, medical staff, or peer review body, or (d) any event that substantially interrupts all or a portion of Practitioner's professional practice or that materially adversely affects Practitioner's ability to perform Practitioner's obligations hereunder.

f. Non-Solicitation of Hospital Employees. During the term of this Agreement, Practitioner shall not solicit the services of, or employ or procure on behalf of another the

employment of, any individual currently employed by Hospital or under a service contract with Hospital; nor shall Practitioner engage in any other activity which would be in conflict with Practitioner's obligations hereunder.

g. **Third-party Payment, Managed Care Programs, and Charity Care**. Practitioner shall participate in all third-party payment or managed care programs in which Hospital participates, render services to patients covered by such programs, and accept the payment amounts for services rendered by Practitioner under these programs as payment in full for services of the Practitioner to patients. Hospital will provide to Practitioner timely notification of new contract negotiations. Hospital will also pay, or provide, for the Practitioner credentialing with third-party payment or managed care programs. Practitioner shall participate in Hospital's Financial Assistance Program including Full Charity Care and Discount Partial Charity Care. Hospital will provide Practitioner with a copy of its Financial Assistance Program and any amendments thereto as requested by Practitioner.

3. COMPENSATION FOR PRACTITIONER

a. **Compensation.** Hospital shall pay Practitioner according to the compensation schedule set forth in ***Exhibit C*** ("**Compensation**"). Hospital shall pay the compensation owed on or before the fifteenth (15th) day of each calendar month, for services provided by Practitioner during the immediately preceding calendar month; provided that Practitioner has delivered a visit record to Hospital in the form attached hereto as ***Exhibit D*** ("**Time Log**") on or before the fifth (5th) day of each calendar month for the immediately preceding calendar month.

b. **Taxation of Income**. The Parties understand that the Hospital will bill, collect, and retain the proceeds from all charges for medical services, and may use the Practitioner's Billing Provider number for such purposes. The parties anticipate that in some cases those who pay for the medical services rendered by Practitioner performing in a directorship capacity will issue to Practitioner an IRC Form 1099 annually for the monies paid for such services. After the end of each calendar year, the Hospital will issue to Practitioner an IRC Form W-2 or similar form to report the appropriate income earned by him. Accordingly, it is anticipated, and Practitioner agrees, that Practitioner will deduct from Practitioner's income tax return all contract payments reported to him that are received by the Hospital and report on Practitioner's income tax return all compensation earned by Practitioner hereunder.

c. **Compliance with Health & Safety Code.** Any compensation received by Practitioner pursuant to this agreement shall be in compliance with the provisions of California Health and Safety Code Section 32129. Hospital has the obligation and right to adjust compensation to be in compliance with any and all laws and regulations.

4. DUTIES AND OBLIGATIONS OF THE HOSPITAL

a. **Duties**. Hospital agrees to furnish, at its own cost and expense, for adequate provision of professional services pursuant to this Agreement, the following:

i. Space. Space as reasonably necessary to provide service to patients.

ii. Equipment. Equipment as may be reasonably required as mutually agreed by the Hospital and Practitioner, subject to any applicable Hospital budget limitations. Practitioner acknowledges that existing equipment is adequate for Practitioner's purposes.

iii. Services and Supplies. Maintenance, repair and replacement of equipment as reasonably required; all utilities, including telephone, power, light, gas and water; all supplies (including, without limitation, film, laundry services and linen); transcription services, and any necessary housekeeping and in-house messenger service that may be reasonably required to provide services.

iv. Non-Physician Personnel. Hospital personnel with appropriate education, training and experience which are required to adequately assist Practitioner in performance of the services contemplated herein, as determined according to Hospital's discretion. Hospital shall have the sole right and responsibility for the hiring, discipline and termination of such Hospital employees.

b. Eligibility. At all times during the term of this Agreement, Hospital shall remain eligible to participate in the Medicare, Medi-Cal, and TriCare/CHAMPUS programs.

5. BILLING FOR MEDICAL SERVICES

a. Billing Records Availability. Each Party, shall, on a monthly basis, make available to the other Party, records and data accurately reflecting a) total billed services in connection with the Services; b) payments received from all sources for medical services provided by the Practitioner, and c) all expenses paid by Hospital or Practitioner in connection with the operation of the Services or the services rendered therein.

b. Accurate Medical Records and Charts. Practitioner shall promptly prepare and submit complete and accurate medical records, medical chart notes, and related back-up documentation, and respond and provide such assistance and information as District may reasonably request to facilitate billing and collection of charges for patient services, including, but not limited to, assigning appropriate procedure and diagnosis codes for billing purposes, and dictating or completing appropriate descriptions and notations to be made on the patient chart to support the appropriate billing code, in accordance with the requirements of the Centers for Medicare and Medicaid Services. Practitioner shall be responsible (and District shall not be responsible except with respect to joint and several liability required by law) for errors or liabilities, if any, which may arise from Practitioner's fraudulent designation of inappropriate billing, procedure, or diagnosis codes or for the negligent failure of Practitioner to prepare medical chart notes or dictation which corresponds to the services rendered.

c. Charges for Medical Services. Hospital shall be responsible for, and solely entitled to, billing and collection of all charges for all medical services (ancillary and professional); (ii) Practitioner hereby reassigns Practitioner's respective rights to bill such Professional Services to Hospital.

d. Schedule of Charges. On an annual basis, Hospital may provide to Practitioner the schedule of charges for the professional component of the medical services provided for Practitioner's review and input. Practitioner may request changes to the schedule of charges as

circumstances may warrant. Hospital, in its sole and absolute discretion, shall decide upon changes to the schedule of charges.

e. **Forwarding Billing to Hospital.** Practitioner shall provide Hospital, on a daily basis, with all information reasonably requested by Hospital to enable Hospital to (i) properly bill for the Professional Services provided by Practitioner to patients. It is understood and agreed that Hospital shall handle at its expense all the administrative work of this billing. All Professional Services shall be billed in Practitioner's or Medical Group's name with all payments forwarded by payors (including, without limitation, Medicare and Medi-Cal) to a "lockbox" account in Practitioner's or Medical Group's name ("Account") established at Wells Fargo bank in Brawley, California. ("Bank"). Upon establishment of the Account, Practitioner shall direct the Bank, in writing, that during the term of this Agreement, on the last day of each calendar month the Bank shall transfer all funds in the Account on each such day to an account in Hospital's name as designated by Hospital in writing to the Bank.

f. **Billing Third-Party Payors**. Practitioner shall not bill, nor cause to be billed, Medicare patients or Medicare (Part B) carriers in violation of 42 C.F.R. §405.550(d)(3), nor any other patients or payors, for administrative, supervisory, medical director or similar services.

g. **Rates for Service**. In the event that Practitioner is responsible for establishing rates charged to patients for any Professional Services rendered pursuant to this Agreement, Practitioner must ensure that such rates are reasonable and customary. In the event that Hospital determines Practitioner's rates are unreasonable, Hospital reserves the right to approve modify rates charged by Practitioner for Services.

6. TERM AND TERMINATION

The term of this Agreement shall be one (3) years commencing on the Effective Date, unless terminated earlier as provided herein. This Agreement will automatically expire at the end of its current term unless extended in writing by mutual agreement of the parties neither party has any obligation to extend this Agreement beyond its current term.

a. **Termination Without Cause**. Either party shall have the right to terminate this Agreement after the first twelve (12) months of this Agreement, either Party may terminate this Agreement without penalty or cause by providing ninety (90) days written notice to the other party.

b. **Termination for Cause.** Either Party may terminate this Agreement upon breach by the other Party of any material provision of this Agreement, provided such breach continues for fourteen (14) days after receipt by the breaching Party of written notice of such breach from the non-breaching Party, except where such breach requires immediate termination as enumerated below.

c. **Immediate Termination.** This Agreement may be terminated immediately and without notice for serious and incurable events, including but not limited to:

i. Breach. Hospital or Practitioner is in breach of any material term or condition of this Agreement and such breach has not been cured within thirty (30) days following notice of such breach;

ii. Sale or Transfer. Hospital or Practitioner has sold or otherwise transferred all or substantially all of its assets, has merged with another entity or has dissolved;

iii. Insolvency or Bankruptcy. Hospital or Practitioner becomes insolvent or declares bankruptcy;

iv. Practitioner's License Suspension. denial, suspension, revocation, termination, restriction, lapse, or voluntary relinquishment under threat of disciplinary action, of Practitioner's medical staff membership or privileges at Hospital or any other healthcare facility, or of Practitioner's license to practice medicine in the State of California or any other jurisdiction;

v. (a) exclusion, suspension, debarment from, or ineligibility for, participation in any federal or state health care program, or (b) conviction of a criminal offense related to conduct that would or could trigger an exclusion from any federal or state health care program, by Practitioner;

vi. Cancellation of Insurance. Either Party fails to carry or reinstate the insurance required in Section 7 hereof or such coverage is cancelled or revoked within ten (10) days following notice thereof from its insurance carrier;

vii. Conduct Jeopardizing Licensure or Other Reimbursements. The performance by either Party of this Agreement which jeopardizes the licensure of Hospital, Hospital's participation in Medicare, Medi-Cal or other reimbursement or payment program, or Hospital's full accreditation by The Joint Commission or any other state or nationally recognized accreditation organization, or the tax-exempt status of Hospital's bonds, or if for any other reason such performance violates any statute, ordinance, or is otherwise deemed illegal, or is deemed unethical by any recognized body, agency, or association in the medical or hospital fields, and the jeopardy or violation has not been or cannot be cured within sixty (60) days from the date notice of such jeopardy or violation has been received by the parties;

viii. Misrepresentations. Any Party's representation or warranty that is false or was false at the time it was originally made, or any Party becomes the subject of any threatened, proposed or actual exclusion, suspension or debarment from, or is otherwise ineligible for participation in, any federal or state health care program including without limitation, Medicare or Medi-Cal, or is the subject of any threatened, proposed or actual criminal prosecution for, or is convicted of, any criminal offense related to conduct that would or could trigger an exclusion from any federal or state health care program.

d. One Year Prohibition on New Agreement. If this Agreement is terminated prior to expiration of the initial year of the term hereof, the Parties shall not enter into any new agreement or arrangement during the remainder of such year.

7. INDEPENDENT CONTRACTOR. Practitioner is engaged in an independent contractor relationship with the Hospital in performing all work, duties and obligations hereunder. Hospital shall not have nor exercise any control or direction over the methods by which Practitioner performs work and functions, except that Practitioner shall perform at all times in strict accordance with then currently approved methods and practices of the professional Specialty. Hospital's sole

interest is to ensure that Practitioner performs and renders services in a competent, efficient and satisfactory manner in accordance with high medical standards. The Parties expressly agree that no work, act, commission or omission of Practitioner in connection with the terms and conditions of this Agreement shall be construed to make or render Practitioner, the agent, employee or servant of Hospital. Practitioner shall not be entitled to receive from Hospital vacation pay, sick leave, retirement benefits, Social Security, workers' compensation, disability or unemployment insurance benefits or any other employee benefit of any kind. The provisions of this Section shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

8. PROFESSIONAL LIABILITY INSURANCE COVERAGE. Practitioner shall secure and maintain at all times during the term, at Practitioner's sole expense, professional liability insurance covering Practitioner, with an admitted carrier (licensed to do business in the State of California) having at least an "A" BEST rating, with limits of one million ($1,000,000) per claim/and three million ($3,000,000) for annual aggregate claims. Such insurance shall not be cancelable except upon thirty (30) days' prior written notice to Hospital, and shall be primary and non-contributory. Annually, Practitioner shall provide Hospital with a certificate of insurance evidencing such coverages and coverage extensions upon request by the Hospital. If the coverage is on a claims-made basis, Practitioner hereby agrees that not less than thirty (30) days prior to the effective date of termination of Practitioner's current insurance coverage or termination of this Agreement, Practitioner shall either purchase unlimited tail coverage or provide proof of continuous coverage in the above stated amounts for all claims arising out of incidents occurring prior to termination of Practitioner's current coverage or prior to termination of this Agreement, as applicable, and provide Hospital a certificate of insurance evidencing such coverage.

9. OWNERSHIP OF FILMS AND RECORDS. Unless agreed upon in writing, all records of patients seen at any Hospital facilities shall be maintained by Hospital and shall be the property of the Hospital. Practitioner shall have the right to access such films and records during normal business hours.

10. NOTICES. Any notice to be given to any party hereunder shall be deposited in the United States Mail, duly registered or certified, with return receipt requested, with postage thereon paid, and addressed to the party for which intended, at the following addresses, or to such other address or addresses as the parties may hereafter designate in writing to each other.

Hospital:	Director:
Chief Executive Officer	Synergy Specialists Medical Group, Inc.
Imperial Valley Healthcare District West 207 Legion road Brawley, CA 92227	_____ _____

11. CONFIDENTIALITY

a. <u>Confidential Information Belongs to its Respective Owner.</u> Each Party recognizes and acknowledges that, by virtue of entering into this Agreement and providing

services to the other hereunder, Practitioner and Hospital may have access to certain information of the other Party that is confidential and constitutes valuable, special and unique property. Each Party agrees that it will not at any time, either during or subsequent to the term of this Agreement, disclose to others, use, copy or permit to be copied, without the other Party's express prior written consent, except pursuant to Practitioner's duties hereunder, any confidential or proprietary information of either Party, including, but not limited to, information which concerns Hospital's patients, costs, or treatment methods developed by Hospital for the Hospital, and which is not otherwise available to the public.

b. **This Agreement is Confidential**. Except for disclosure to Practitioner's legal counsel, accountant or financial advisors (none of whom shall be associated or affiliated in any way with Hospital or any of its affiliates), Practitioner shall not disclose the terms of this Agreement to any person who is not a party or signatory to this Agreement, unless disclosure thereof is required by law or otherwise authorized by this Agreement or consented to by Hospital. Unauthorized disclosure of the terms of this Agreement shall be a material breach of this Agreement. Except for disclosure to Hospital's legal counsel, accountant or financial advisors, its Board of Directors and/or any committee concerned with this Agreement, Hospital and its officers, directors, employees, and agents shall not disclose the terms of this Agreement to any person who is not a party or signatory to this Agreement, unless disclosure thereof is required by law or otherwise authorized by this Agreement or consented to by Practitioner. Unauthorized disclosure of the terms of this Agreement shall be a material breach of this Agreement. Upon the termination or expiration of this Agreement, Hospital all records of the patients seen or treated by Practitioner shall be the property of Hospital. However, upon Hospital's receipt of appropriately executed written request of any such patient therefor, Hospital will provide copies of the requesting patient's records to Practitioner, in paper or electronic form and the delivery of such records shall be in compliance with federal and state law.

c. **Medical Records Are Confidential**. Neither Party shall disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by the other Party in writing, any patient or medical record information regarding Hospital patients, and the Parties shall comply with all federal and state laws and regulations, and all bylaws, rules, regulations, and policies of Hospital, and Hospital's Medical Staff, regarding the confidentiality of such information. Practitioner acknowledges that in receiving or otherwise dealing with any records or information from Hospital about Hospital's patients receiving treatment for alcohol or drug abuse, Practitioner is fully bound by the provisions of the federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records (42 C.F.R. Part 2, as amended from time to time).

d. **HIPAA Compliance is Required.** Each Party agrees to comply with the applicable provisions of the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and the requirements of any regulations promulgated thereunder including without limitation the federal privacy regulations (the "Federal Privacy Regulations") and the federal security standards (the "Federal Security Regulations").

e. **Business Associate Agreement is Required**. As a condition to the effectiveness of this Agreement, concurrently with the execution hereof, Practitioner shall execute Hospital's Business Associate Agreement.

12. AGREEMENT INTERPRETATION AND DISPUTE RESOLUTION

a. **Entire Agreement; Amendment**. This Agreement, its exhibits, and all documents referred to herein constitute the entire agreement between the parties pertaining to the subject matter contained herein. This Agreement supersedes all prior and contemporaneous agreements, representations and understandings of the parties which relate to the subject matter of this Agreement. No supplement, amendment or modification of this Agreement shall be binding unless executed in writing by all of the Parties.

b. **Subject Headings.** The subject headings of the Articles and Sections of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of the provisions of this Agreement.

c. **Parties.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies on any person other than the Parties to it and their respective successors and assigns; nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any Party to this Agreement; nor shall any provision give any third person any right of subrogation or action over or against any party to this Agreement.

d. **No Assignment**. This Agreement shall be binding upon and shall inure to the benefit of the Parties to it and their respective legal representatives, successors and permitted assigns. No Party may assign this Agreement or any rights hereunder, nor may they delegate any of the duties to be performed hereunder without the prior written consent of the other party.

e. **Governing Law and Venue.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of California. All actions relating to, or arising out of, this Agreement shall be brought in the State Court of California in the County of Imperial. Otherwise, for actions relating to, or arising out of, this Agreement which are subject to federal jurisdiction, such action shall be brought in the Federal District Courts for the Southern District of California in the County of San Diego.

f. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

g. **Attorneys' Fees.** In the event of any legal action between the Parties to interpret or enforce the terms of this Agreement, the prevailing party shall be entitled to recover its costs of suit, including reasonable attorneys' fees, from the unsuccessful Party.

h. **Arbitration**. Any dispute or controversy arising under, out of or in connection with, or in relation to this Agreement, or any amendment hereof, or the breach hereof shall be determined and settled by arbitration before a single arbitrator in Imperial County, California, in accordance with the American Health Lawyers Association Alternative Dispute Resolution Service Rules of Procedure for Arbitration and applying the laws of the State of California. Any award rendered by the arbitrator shall be final and binding upon each of the Parties, and judgment thereon may be entered in any court having jurisdiction thereof. The costs shall be borne equally by both Parties. The prevailing Party in any such arbitration shall be entitled to recover its reasonable attorneys' fees. During the pendency of any such arbitration and until final judgment

thereon has been entered, this Agreement shall remain in full force and effect unless otherwise terminated as provided hereunder. The provisions of this Section shall survive expiration or other termination of this Agreement.

i. **Exhibits**. The attached exhibits, inclusive, constitute a material part of this Agreement and are to be construed as incorporated into this Agreement in full and are made a part hereof.

j. **No Waiver**. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver.

k. **Enforceability**. In the event that any of the terms and provisions of this Agreement are determined by a court of competent jurisdiction to be illegal, invalid, or unenforceable under the laws, regulations, ordinances, or other guidelines of the federal government or of any state or local government to which this Agreement is subject, such terms or provisions shall remain severed from this Agreement and the remaining terms and provisions shall remain unaffected thereby. If the term of this Agreement cannot be severed without materially affecting the operation of this Agreement, then this Agreement shall automatically terminate as of the date in which the term is held unenforceable.

13. GENERAL PROVISIONS

a. **Effect of Exclusion.** Notwithstanding any other provision of this Agreement to the contrary if Practitioner or any of Practitioner's agents or employees is (a) excluded, suspended, debarred from, or otherwise becomes ineligible for, participation in any federal or state health care program, or (b) convicted of a criminal offense related to conduct that would or could trigger an exclusion from any federal or state health care program, at any time during the term of this Agreement, or if at any time after the Effective Date hereof, any Party determines that the other Party has made a false representation or is in violation or breach of this Section, this Agreement shall terminate as of the effective date of such exclusion, suspension, debarment from, or ineligibility for, any federal or state health care program or of such conviction of a criminal offense related to conduct that would or could trigger an exclusion from any federal or state health care program, or as of the date of the breach of such Section.

b. **Section 952 of Omnibus Budget Reconciliation Act of 1980.** In accordance with Section 952 of the Omnibus Reconciliation Act of 1980 (PL 96-499), Practitioner agrees that the books and records of Practitioner will be available to the Secretary of Health and Human Services and the Comptroller General of the United States, or their duly authorized representatives, for four (4) years after termination of this Agreement. In the event that any of the services to be performed under this Agreement are performed by any subcontractor of Practitioner at a value or cost of $10,000 or more over a twelve (12) month period, Practitioner shall comply and assure that the such subcontractor complies with the provisions of Section 952 of the Omnibus Reconciliation Act of 1980. If regulations are issued at a later time which would determine that Section 952 of PL 96-499 is not applicable to this Agreement, this paragraph shall automatically be repealed.

c. **Access to Books and Records.** To the extent required by Section 1395(x)(V)(1)

of Title 42 of the United States Code, until the expiration of ten (10) years after the termination of this Agreement, Practitioner shall make available, upon written request to the Secretary of the United States Department of Health and Human Services, or upon request to the Comptroller General of the United States Department of Health and Human Services, or any of their duly authorized representatives, a copy of this Agreement and such books and documents and records as are necessary to certify the nature and extent of the costs of the services provided by Practitioner under this Agreement. Practitioner further agrees that in the event Practitioner carries out any of Practitioner's duties under this Agreement through a subcontractor, with a value or cost of ten thousand dollars ($10,000.00) or more over a twelve (12) month period, with a related organization, such contract shall contain a clause to the effect that until the expiration of ten (10) years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request to the Secretary of the United States Department of Health and Human Services, or upon request to the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of such subcontract and such books, documents and records of such organization as are necessary to verify the nature and extent of such costs. The provisions of this Section shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

d. **Mutual Indemnity**. Practitioner and Hospital shall indemnify and hold harmless each other, including officers, directors, shareholders, members, employees, agents and representatives from any and all liabilities, loses, damages, claims and expenses of any kind, including costs and attorneys' fees, which result from or relate to the indemnifying party's performance or failure to perform under this Agreement. The provisions of this Section shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

e. **Jeopardy**. Notwithstanding anything to the contrary hereinabove contained, in the event that the performance by either Party hereto of any term, covenant, condition or provision of this Agreement should jeopardize the licensure of either Party, its participation in Medicare, Medi-Cal, Blue Cross or other major reimbursement or payment programs, or its full accreditation by DNV, or any other state or nationally recognized physician accreditation organization, or the tax-exempt status of interest earned on any of its bonds or other financial obligations, or if for any other reason such performance should be in violation of any statute, ordinance, or be otherwise deemed illegal, or be deemed unethical by any recognized body, agency, or association in the medical or hospital fields (collectively, the "Adverse Action"), then the Parties shall in good faith negotiate amendments to this Agreement necessary or appropriate to resolve the Adverse Action. If after a reasonable period of time, not to exceed sixty (60) calendar days, the Parties are unable to agree on an amendment necessary or appropriate to resolve the Adverse Action, then either Party may terminate this Agreement on ninety (90) days' prior written notice to the other Party.

f. **No Financial Obligation**. Practitioner shall not incur any financial obligation on behalf of Hospital without the prior written approval of Hospital.

g. **Assistance in Litigation**. Each Party shall provide information and testimony and otherwise assist the other in defending against litigation brought against the other, its directors, officers or employees based upon a claim of negligence, malpractice or any other cause of action, arising under this Agreement, except where such Party is a named adverse Party.

h. **Retention of Professional and Administrative Responsibility**. Hospital shall retain professional and administrative responsibility for the services rendered as outlined in this Agreement.

i. **Other Agreements Between Practitioner and Hospital**. Hospital and Practitioner may enter, or may have entered, into other agreements for services such as Emergency Room On-Call, Directorship, or Supervisory Services agreements. Such agreements are maintained in an online contracts management system, MediTract, and will be made available to any State or Federal entity that require access to such contracts.

[*Signature Page Follows*.]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date first set forth above.

Hospital	Director
Imperial Valley Healthcare District	**Synergy Specialists Medical Group, Inc.**
_____	_____
By:_____	By:_____
Pablo Velez Chief Executive Officer	Alan G. Valdovino Gonzalez, M.D
Date: _____	Date: _____

EXHIBIT A
Professional Services

Orthopedic consultation services in accordance with privileges as requested and granted by the Imperial Valley Healthcare District Medical Staff and Board of Directors.

EXHIBIT B
Practitioner Coverage

Physician shall provide a monthly schedule of his availability for Orthopedic physician services to the Department's Medical Director at least 30 days prior to commencement of the month for which the schedule applies. Physician should provide a minimum of (8) hours per day, four days per month of Orthopedic services in the Hospital Clinics and/or Operating rooms. Any amount in excess of twenty-four (48) days per year must be approved by the Healthcare District and may be subject to approval by the Healthcare District Board of Directors. Repeated cancellations or changes in schedule by Practitioner may, in its sole discretion, be determined by Hospital to be a breach of this Agreement under Section 6(c)(i) "Immediate Termination."

The specific locations and schedule for Practitioner's services shall be mutually agreed upon by Practitioner and Hospital, including arrangements for block time in any of Hospital's clinics and or operating rooms.

EXHIBIT C
Compensation

Practitioner shall be compensated at the following rates:

Clinic Consultations:

Three thousand dollars ($3,000) per full day of coverage or fifteen hundred dollars ($1,500) for each half-day coverage with Practitioner for Professional Services. "Full day coverage" shall constitute eight (8) consecutive hours of Professional Services that Practitioner provides at Hospital or in clinic within a twenty-four (24) hour period. "Half-day coverage" shall constitute four (4) consecutive hours of Professional Services that Practitioner providers at Hospital or in clinic within a twenty-four (24) hour period.

For each Full Day of Coverage provided in the clinic, Practitioner shall be scheduled to see a minimum of thirty (30) patients. Practitioner shall provide Professional Services to patients scheduled during the applicable coverage period, subject to patient cancellations, no-shows, and other circumstances beyond Practitioner's reasonable control

Surgical Procedures:

wRVU-based Compensation: For regularly scheduled orthopedic services provided by Practitioner as outlined in Exhibit B, Practitioner's compensation shall be based on production as calculated by wRVUs produced by Practitioner. The wRVU rate shall be based on the Medical Group Management Association (MGMA) compensation and production survey and may change year by year. Practitioner shall be entitled to eighty-one dollars ($81.00) per wRVU

Practitioner shall not bill patients or cause patients to be billed for Professional Services provided in connection with this Agreement.

Compensation as outlined above may be withheld in full or in part until all patient charts are completed and locked.

EXHIBIT D
Time Log

Imperial Valley Healthcare District
207 West Legion Road
Brawley, California 92227

PRACTITIONER - TIME AND ACTIVITY LOG

Physician's Name: _____

Hospital Department: _____

Month: _____

Date	Services Performed	Time

I certify that I have performed the services set forth above and understand that this Time and Activity Log may be made available to law enforcement or other regulatory agencies to confirm compliance with applicable state and federal law if so requested.

Practitioner's Signature: _____ Date: _____

IMPERIAL VALLEY HEALTHCARE DISTRICT

BOARD MEETING DATE: November 12th, 2026

SUBJECT: Authorization to approve Medical Directorship Agreement for Mohammed M. Al-Jasim, M.D.

BACKGROUND: This agreement is for directorship services for the anti-microbial stewardship and infection control programs for Imperial Valley Healthcare District. Contract consolidated, with savings of $25,200 annually.

KEY ISSUES: Physician will be compensated at a base compensation of ($150.00) per hour with a maximum of 15 hours per month.

CONTRACT VALUE: not to exceed $27,000 annually.

CONTRACT TERM: 2 years

BUDGETED: Yes

BUDGET CLASSIFICATION: Directorship

RESPONSIBLE ADMINISTRATOR: Carly Zamora/Pablo Velez

DATE SUBMITTED TO LEGAL: _____ **REVIEWED BY LEGAL:** [X] Yes [ ] No

FIRST OR SECOND SUBMITTAL: [X] 1st [ ] 2nd

RECOMMENDED ACTION: : Authorization to approve Medical Directorship Agreement for Mohammed M. Al-Jasim, M.D.

IMPERIAL VALLEY HEALTHCARE DISTRICT

MEDICAL DIRECTORSHIP AGREEMENT

THIS MEDICAL DIRECTORSHIP AGREEMENT ("**Agreement**") is entered into and executed as of November 1st, 2026 ("**Effective Date**"), by and between Imperial Valley Healthcare District, a Local Healthcare District, organized and existing in the State of California pursuant to the California Health and Safety Code, §§32000 *et seq.* ("**Hospital**"),"), and Mohammed M. Al-Jasim, M.D., ("**Director**"). Director and Hospital are sometimes individually referred to hereafter as a "Party," and collectively as "Parties."

This Medical Directorship Agreement is entered into with respect to the following facts:

RECITALS

A. Hospital owns and operates a general acute care hospital located in Brawley, California, El Centro California and rural health clinics ("RHCs"), in Calexico, California, El Centro, California and Brawley, California.

B. The RHCs currently provide primary and specialty healthcare services typically through the services of Nurse Practitioners ("NP"), Physician Assistants ("PA"), Certified Nurse Midwives ("CNMW") and independently contracted Physicians.

C. The NPs, PAs and CNMW's serving in the RHC require the oversight and assistance of a medical doctor, who can direct the medical operations of the RHCs and hospital.

D. Director is a Physician, duly licensed to practice medicine in the State of California and is experienced and qualified to provide professional medical services oversight.

E. Hospital desires to engage the Director to provide medical directorship services for anti-microbial stewardship and infection control components of the RHC's and hospital.

F. Director, having the requisite skills and background to provide the services sought herein, desires to enter into this Agreement with Hospital.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged it is mutually agreed as follows:

1. Director Availability and Reporting. Hospital hereby contracts with Director to act as its medical director of the anti-microbial stewardship and infection control components of the RHCs and hospital. In connection with the services furnished by Director hereunder. Should

Director be unavailable due to vacation plans, continuing medical education, or for any other reason for a period of two or more weeks during the term of this Agreement, Director shall assist the Hospital in finding an appropriate physician to assume the Directorship responsibilities required by this Agreement. This alternate physician shall be approved in writing, in advance, by the Hospital Administrator. To facilitate the proper administration of this section and to assure the parties compliance with applicable state and federal law, Director shall complete and submit to Hospitals administrator on a monthly basis for the term of this Agreement, a time sheet (a copy of which is affixed to this Agreement as ***Exhibit A*** ("**Time and Activity Log**") and is incorporated herein by this reference) by the 10th day of the month after services describing the services performed and the amount of time expended in the prior month.

2. Directorship Services. Directorship services provided herein shall include the following:

a. Supervision and Oversight. Director will supervise and oversee the health services provided at the RHCs as outlined in ***Exhibit B*** of this agreement. To facilitate the proper administration of this section and to assure the parties compliance with applicable state and federal law, Director shall complete and submit to Hospitals administrator on a monthly basis for the term of this Agreement, a time sheet (a copy of which is affixed to this Agreement as ***Exhibit C*** and is incorporated herein by this reference) by the tenth (10th) day of the month after services describing the services performed and the amount of time expended in the prior month.

b. Development of New Services. Director will assist Hospital in developing and implementing new services as appropriate for the changing needs of the community it serves.

c. Accreditation. Director shall meet with Hospital and RHCs personnel to assure that the practices meet or exceed current Hospital and accreditation guidelines as related to the operation of the antimicrobial stewardship program and infection control program. Director shall further assist personnel in preparing for accreditation surveys

3. No Personal Uses. Unless otherwise expressly agreed to in writing, no part of the premises shall be used at any time by Director as an office for personal use or for the private practice of medicine.

4. No Unauthorized Disclosure of Records. Director and Hospital agree to keep confidential and take all reasonable precautions to prevent the disclosure of records required to be prepared and/or maintained pursuant to this Agreement, unless such disclosure is authorized by patient or by law; provided, however, that to the extent required by 42 U.S.C.A. section 1395x(v)(1)(I) of Title II and any amendment thereto, revision or subsequent legislative enactment pertaining to the subject matter of said section, the parties agree to retain such records, and make them available for the appropriate governmental agencies, for a period of ten (10) years after the expiration of the termination of this agreement.

5. Establishment of Fees. The Hospital is solely responsible for establishing the fees for medical services.

6. Directorship Compensation. Hospital shall pay Director according to the compensation schedule set forth in ***Exhibit C*** ("**Hours & Compensation**"). Hospital shall pay the compensation owed on or before the fifteenth (15th) day of each calendar month, for services provided by Practitioner during the immediately preceding calendar month; provided that Practitioner has delivered a visit record to Hospital in the form attached hereto as ***Exhibit A*** ("**Time Log**") on or before the fifth (5th) day of each calendar month for the immediately preceding calendar month.

7. Independent Contractor Director is engaged as an independent contractor with Hospital in performing all work, duties, and obligations hereunder. Hospital shall not exercise any control or direction over the methods by which Director performs his work and functions, except that Director shall perform at all times in strict accordance with then currently approved methods and practices in Directors specialty. The Hospital's sole interest is to ensure that Director performs and renders services in a competent manner in accordance with medical and administrative standards. The parties expressly agree that no work, act, commission or omission of Director pursuant to the terms and conditions of this Agreement shall be construed to make or render Director an agent or servant of Hospital. Director shall not be entitled to receive vacation pay, sick leave, retirement benefits, Social Security, workers compensation, disability or unemployment insurance, or any other employee or pension benefit of any kind.

8. Insurance. Director shall provide and maintain current for the term of this Agreement, medical malpractice insurance as required by the Hospital Bylaws governing Hospital medical staff physicians in a minimum amount of one million dollars ($1,000,000) per occurrence and three million dollars ($3,000,000) annual aggregate. If the insurance coverage is "claims-made" rather than "occurrence-based", such coverage must be continued in the same amounts. However, if such coverage is terminated, Director shall at his expense provide Hospital with an extended reporting endorsement ("tail insurance") upon termination of this Agreement

9. Term and Termination. The term of this Agreement shall be one (2) years commencing on the Effective Date, unless terminated earlier as provided herein. This Agreement will automatically expire at the end of its current term unless extended in writing by mutual agreement of the parties neither party has any obligation to extend this Agreement beyond its current term.

a. Termination for Cause. Either party may, for cause ("cause" being defined herein as a material breach of an obligation contained or set forth in this Agreement) terminate this Agreement, provided, however, that the breaching party has been provided with notice and has failed to cure said breach within fourteen (14) days of such notice.

b. Immediate Termination. The Hospital may terminate this Agreement immediately for the following reasons:

1. The revocation, restriction, suspension or termination of Director's license to practice medicine in the State of California.

2. Director's malpractice insurance is cancelled, decreased or not renewed for any reason.

3. The attempted assignment or other unauthorized delegation of any of Director's duties or obligations hereunder.

4. The election of Director to file bankruptcy.

5. The revocation, suspension, or any material change of Medical Staff privileges.

6. The failure of Director to provide the Directorship services.

7. The failure of Director to document his services in a form substantially similar to that in ***Exhibit B***.

8. Director's conviction of a felony crime or exclusion from participation in any state or federal health care program, including but not limited to Medicare or Medicaid.

9. Any material breach of this Agreement

c. Early Termination Without Cause. Either party shall have the right to terminate this Agreement without penalty or cause effective at any time. Either party may then terminate this Agreement without cause upon thirty (30) days' advanced written notice to the other party.

10. No Assignment by Director. Director shall not assign, sell, or transfer any rights conferred by this Agreement, without the prior written consent of Hospital.

11. Attorneys' Fees. The prevailing party in any legal action to enforce this Agreement shall be entitled to recover its costs and reasonable attorneys' fees in addition to any other relief granted.

12. No Waiver. Failure by either party to enforce any provision of this Agreement shall not constitute a waiver of such provision.

13. Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each such provision shall be valid and enforceable to the fullest extent permitted by law. However, if either party in good faith determines that the finding of illegality or unenforceability adversely affects the material consideration for its performance under this Agreement, such party at its sole option may, by giving written notice to the other party, terminate this Agreement.

14. Entire Agreement. This Agreement embodies the entire agreement between the parties hereto and supersedes all other previous agreements and understandings, written or oral, between the parties hereto. There are no other Agreements between the parties hereto as to the subject matter hereof other than those set forth in this Agreement.

15. Applicable Law and Venue. This Agreement shall be governed by and construed interpreted and enforced in accordance with the laws of the State of California. The venue for any legal proceeding relating to, or arising out of, this Agreement shall be in the County of Imperial, State of California.

16. Access to Records. Hospital agrees that during normal business hours in accordance with state and federal law, and only to the extent required by state and federal law, Director shall have access to and the right to examine records which relate to any services provided under this Agreement for a period of not less than two (2) years following the termination or expiration of this agreement. Upon written request of Director, such access shall be extended with respect to any records which Director identifies as the actual or potential matter of investigation or litigation.

17. Headings. Headings have been included solely as a convenience to the reader and are not intended nor shall they be construed in the interpretation of this Agreement.

18. Compliance with Non-Discrimination Laws.

a. Non-Discrimination. During the performance of this Agreement, Director and his subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Director and his subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Director and his subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Division 4, Subchapter 1, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990(a-f), set forth in California Code of Regulations, Title 2, Division 4, Chapter 5, are incorporated into this contract by reference as if duly set forth herein. Director and his subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. Director shall include the nondiscrimination and compliance provisions of this Agreement in all subcontracts to perform work under this Agreement.

b. Access to Determine Compliance. Director shall permit access by the representatives of the Department of Fair Employment and Housing and the Department of Corrections, upon reasonable notice at any time during normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, other sources of information and its facilities as such agencies shall require to ascertain compliance with this clause.

19. Access to Books and Records. Until the expiration of ten (10) years after the furnishing of any services pursuant to this Agreement, Director shall make available upon written request of the Secretary of the United States Department of Health and Human Departments or of the United States Comptroller General, or of any of their duly authorized representatives, this Agreement and such books, documents, and records of the Department as are necessary to certify the nature and the reasonable cost of services of the Hospital. If Director enters into an agreement with any related organization to provide services pursuant to this Agreement with a value or cost of ten thousand dollars ($10,000) or more over a twelve (12) month period, such agreement shall contain a clause to the effect that until expiration of ten (10) years after the furnishing of services pursuant to such agreement, the related organization shall make available, upon written request, of the Secretary or to the Comptroller General, or of any of their duly authorized representatives, the agreement and any books, documents, and records of such organization that are necessary to verify the nature and extent of such costs. This Section shall be of no force and effect if it is not required by law. Ownership of all records, books, and documents remains with the Hospital.

20. NOTICES

Any notice to be given to any party hereunder shall be deposited in the United States Mail, duly registered or certified, with return receipt requested, with postage thereon paid, and addressed to the party for which intended, at the following addresses, or to such other address or addresses as the parties may hereafter designate in writing to each other.

Hospital: Chief Executive Officer
Imperial Valley Healthcare District
207 Legion Road
Brawley, CA 92227

Director: Mohammed M. Al-Jasim, MD
1600 S. Imperial Ave, St 8
El Centro, CA 92243

21. Confidentiality HIPAA.

a. All records, files, proceedings and related information of Medical Director, Facility, and their providers pertaining to the evaluation and improvements of the quality of patient care at Facility shall be kept strictly confidential by Medical Director. Medical Director shall not voluntarily disclose such confidential information, either orally or in writing, except as expressly required by law or pursuant to written authorization by Facility. This provision shall survive the expiration and termination of this Agreement.

b. Except as otherwise provided herein, any and all records relating to the Administrative Services and produced as a result of either party's performance under this Agreement shall be and remain the property of Facility.

c. Director will comply with all confidentiality laws and requirements including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**") and California Civil Code Section 56.10 *et. seq*. as applicable.

22. Offset. In the event Director is indebted or financially obligated to Hospital for any reason and has failed to repay as required any such debt or obligation for 60 days or more, then Hospital in its sole discretion may offset the amount of such unpaid debt or obligation owed by Director from any compensation due and payable under this agreement to Director. Hospital shall provide Director written notice of the exercise of its offset rights under this paragraph at any time before, or at the time of exercise of the offset. Any offset(s) exercised by the Hospital shall not affect or change any other conditions or provisions of contracts or agreements between Hospital and Director. Further, Hospital's exercise of any offset shall not be considered a waiver of any interest or penalty amount due and payable to the Hospital from Director.

23. General Interpretation. The terms of this Agreement have been negotiated by the parties hereto and the language used in this Agreement shall be the language chosen by the parties hereto to express their mutual intent. This Agreement shall be construed without regard to any proscription or rule requiring construction against the party causing such instrument or any portion thereof to be drafted. No rule of strict construction will be applied against any person.

24. Retention of Professional and Administrative Responsibility. Hospital shall retain professional and administrative responsibility for the services rendered as outlined in this Agreement.

25. Compliance with Disclosure Requirements of Hospital's Conflict of Interest Code. In accordance with the California Political Reform Act, the Hospital has promulgated its Conflict of Interest Code ("Code"). By executing this Agreement, Director is a contract physician for purposes of the Code and is required by law to make certain disclosures each year of the term of this Agreement on Form 700 Statement of Economic Interests ("Form"). Hospital will provide Director with this Form annually. Director agrees to complete and return this Form timely each year as required by law. (Additional information can be obtained from the California Fair Political Practices Commission at (866) 275-3772 and www.fppc.ca.gov.)

26. Other Agreements between Director and Hospital. Hospital and Director may enter, or may have entered, into other agreements for services such as On-Call or Coverage Services Agreements. Such agreements are maintained in a contracts management system, and will be made available to any State or Federal entities that require access.

27. Compliance with Laws. Director shall comply with the policies and procedures of Hospital and the RHCs as may be in effect from time to time in his/her performance of the Medical Director Services. Director shall comply with all applicable laws, rules and regulations of all governmental authorities and accrediting agencies having jurisdiction over Facility, physicians, and/or this Agreement including all professional licensure and reimbursement laws, regulations and policies in his performance of the Medical Director Services.

28. Anti-Referral Laws. Nothing in this Agreement, or any other written or oral agreement, or any consideration in connection with this Agreement contemplates or requires the admission or referral of any patient to the RHCs. This Agreement is not intended to influence Director's judgment in choosing the proper care and treatment of patients

IN WITNESS WHEREOF, the parties have fully executed this Agreement effective on the date first written above.

HOSPITAL	**DIRECTOR**
Imperial Valley Healthcare District	Mohammed M. Al-Jasim, MD
By:_____	By:_____
Pablo Velez Chief Executive Officer	Mohammed M. Al-Jasim, M.D.,
Date: _____	Date: _____

EXHIBIT A
Imperial Valley Healthcare District
207 West Legion Road
Brawley, California 92227

PHYSICIAN - TIME AND ACTIVITY LOG

Physician's Name: _____

Hospital Department: _____

Month: _____

Date	**Services Performed**	**Time**

I certify that I have performed the services set forth above and understand that this Time and Activity Log may be made available to law enforcement or other regulatory agencies to confirm compliance with applicable state and federal law if so requested.

Physician's Signature:_____ Date: _____

EXHIBIT B

MEDICAL DIRECTOR DUTIES

The responsibilities of the Director shall include, but not limited to the following:

1) Serve as chairman of the multidisciplinary Antimicrobial Stewardship Team (AST), a component of the Pharmacy and Therapeutics Committee
2) Supervise antimicrobial stewardship activities associated with the Public Hospital Redesign and Incentives in Medi-Cal program
3) Oversee the development, implementation, and evaluation of institution-specific antimicrobial stewardship policies and procedures
4) Manage the development and evaluation of an annual institution-specific antibiogram using Clinical Laboratory Standards Institute (CLSI) guidelines
5) Oversee the development of treatment guidelines of common infection syndromes including empiric therapy order sets
6) Provide in-house infectious disease clinical consultations as requested by hospitalists
7) Provide infectious disease clinical information and recommendations as requested by hospital staff via telephone or in-house communication
8) Manage the preparation of educational material, including updates and memorandums, for physicians in regards to infectious disease
9) Attend all surveyor interviews pertaining to infection control (e.g. CMS, JCAHO)
10) Facilitate communications with the Imperial County Health Department in regards to mandatory reporting of infectious disease cases (e.g. Tuberculosis, Measles, Coccidioidomycosis, etc.…)
11) Address issues with nephrology regarding infectious disease therapy in collaboration with the hospital pharmacy, including management of nephrotoxic antibiotics
12) Manage the collaboration of AST with the hospital pharmacy to curb the misuse of antibiotics, including the management of antibiotic restriction and empiric antibiotic therapy.
13) Oversee compliance with all applicable federal, state, accreditation, and organizational requirements, including standards related to patient safety, quality improvement, radiation safety, infection prevention, and documentation
14) Be actively involved in the continuous development and optimization of the program's electronic health record ("**EHR**") system and related clinical workflows to improve patient outcomes, efficiency, and regulatory compliance
15) Be available to department providers and department leadership for consultation, assistance with urgent issues, and other instances where program operation warrants the Director's intervention or participation
16) Maintain effective communication and collaboration with physicians, advanced practice providers, nursing staff, ancillary personnel, and executive leadership

17) Be available, in person or by telephone, to prepare necessary medical orders and provide emergency advice, consultation, and assistance when needed.

EXHIBIT C

Hours & Compensation

Hospital shall pay to Director an hourly rate of one hundred seventy-five dollars ($150.00) per hour.

Hospital anticipates that the Director shall work, on average, twelve (15) hours per month providing directorship duties pursuant to this agreement.

Regardless of the total number of hours worked, the annual compensation paid to Director pursuant to this agreement shall not exceed twenty-seven thousand dollars ($27,000.00)

IMPERIAL VALLEY HEALTHCARE DISTRICT

BOARD MEETING DATE: November 2026

SUBJECT: Service Agreement for main Chemistry analyzer (Vitros 7600 Ortho Diagnostics)

BACKGROUND: Vitros 7600 is a standalone analyzer used for Immunoassays i.e. Thyroid Hormones, Hepatitis Panels and for Chemistry testing i.e. Glucose, Cholesterol etc. Purchased in 2023, service agreement was provided at 'no cost' for 3 years. The agreement will cover preventative maintenance, parts, and software updates commencing on Nov. 17, 2026.

KEY ISSUES:

- No key issues noted, expense is budgeted under repairs and maintenance.
- Annual savings of $3,000 for a multi-year agreement

CONTRACT VALUE: $27,190/yr ($108,760/4 years)

CONTRACT TERM: 4 years; billed annually

BUDGETED: Yes

BUDGET CLASSIFICATION: Repairs and Maintenance

RESPONSIBLE ADMINISTRATOR: Carly Zamora, COO

DATE SUBMITTED TO LEGAL: _____ **REVIEWED BY LEGAL:** ☐ Yes ☐ No

FIRST OR SECOND SUBMITTAL: ☐ 1st ☐ 2nd

RECOMMENDED ACTION: Approve annual service agreement fees.

GPO SERVICE AGREEMENT

This GPO Service Agreement ("GPOSA" or "Agreement") is between QuidelOrtho Sales Company, LLC, a Delaware limited liability company doing business at 9975 Summers Ridge Road, San Diego, CA 92121 (the "Company"), and IMPERIAL VALLEY HEALTHCARE DISTRICT, a CALIFORNIA state entity doing business at 207 W LEGION RD, BRAWLEY, CA 92227 (the "Customer").

The Company and the Customer are parties to a GPO Master Agreement (Premier PP-LA-727 dated April 1, 2025 (the "GPO Master Agreement"; all defined terms used but not defined in this GPOSA have the meaning given those terms in the GPO Master Agreement). The GPO Master Agreement anticipates the parties entering into one or more Service Agreements describing available Price Concessions.

The parties wish to enter into one such GPOSA with respect to services that as of the Effective Date fall within the services listed in Schedule A, Service Coverage for Equipment (each, a "Service") is incorporated as part of this GPOSA.

The parties therefore agree as follows:

1. Service and Pricing. This is an Agreement for Company's provision of Services as defined in Schedule A attached hereto at the prices set forth in the Service Agreement Supplement(s). The pricing set forth in the Service Agreement Supplement includes certain discounts at the time of sale (a "Price Concession") for Services purchased by the Customer over the term of the GPOSA and is subject to any additional pricing terms as may be outlined in the Additional Terms and Conditions herein. Only Services set forth in the Service Agreement Supplement and purchased under this GPOSA are eligible for Price Concessions. The Company has the right to increase Service pricing each calendar year on the anniversary of the GPOSA.

2. Property Rights. Any ideas, concepts, know-how, or techniques that the Company may develop during the performance of this GPOSA shall be the sole and exclusive property of the Company. The Customer agrees to use reasonable efforts to assist the Company in the registration of any such ideas, concepts, know-how, or techniques upon the Company's request. The Company shall be responsible for the actual costs and expenses incurred by the Customer in connection with any such registration. Any maintenance materials, tools, documentation, diagnostics and test equipment provided by the Company will remain the exclusive property of the Company.

3. Access to Books and Records. To the extent required by 42 C.F.R. §§ 420.300-304, until the expiration of four years after the expiration or early termination of a Statement of Work, the Company will maintain a copy of this GPOSA and the books, documents and records related to the Services provided under that Statement of Work if the value or cost of the services is $10,000 or more within a 12-month period. The Company will provide the Comptroller General of the United States, the United States Department of Health and Human Services, and their respective duly authorized representatives, access to the foregoing to the extent required by 42 C.F.R. §§ 420.300-304.

4. Access to Equipment. The Customer will provide the Company, without charge, reasonable working and storage space and utility services at the Customer's facilities and with access to the Customer's personnel, files, and equipment as the Company reasonably deems necessary to fulfill the Company's obligations under this GPOSA.

5. Service Warranty. The Company represents that it will perform the Services in a good and workmanlike manner. Any warranties, whether express or implied, provided by the Company with respect to the equipment are as described in the documentation accompanying that equipment on purchase.

THIS DOCUMENT CONTAINS CONFIDENTIAL AND PROPRIETARY TRADE SECRETS OF THE COMPANY.
ITS CONTENTS MAY NOT BE DISCLOSED BY AN AUTHORIZED RECIPIENT WITHOUT THE COMPANY'S PRIOR WRITTEN CONSENT.

THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE FOREGOING INCLUDING, BUT NOT LIMITED TO, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

6. Offer Expiration. Until fully executed, this GPOSA constitutes an offer that is valid until November 13, 2026. If there are any changes to this GPOSA or if the Customer does not sign it by that date, then the Company reserves the right to withdraw or modify this offer in its sole discretion. This GPOSA is not valid until all signatures required below have been made.

7. Part of Master Agreement. This GPOSA constitutes part of the GPO Master Agreement and is subject to all its terms and is not valid unless the GPO Master Agreement has been signed by all the parties.

8. GPO Master Agreement. The Customer or Participant is no longer entitled to purchase the Service under the GPO Master Agreement (a "GPO Termination"), forty-five (45) days after the GPO Termination. The Customer or Participant will no longer be entitled to the pricing for the Service set forth in the applicable Service Agreement Product Supplement. At such time and throughout the remainder of the term of this GPOSA, the price of the Service will be the price that the Customer or Participant would be eligible for under a direct agreement and the Company has the right to increase service pricing on or about April 1 of each calendar year by up to 5%.

9. Term and Termination. The term of this GPOSA is _____ years and begins on _____, 20__ (the "Effective Date") and terminates on _____, 20__ (the "End Date"). Either party may terminate this GPOSA at any time by giving 30 days' advance notice to the other party. The Effective Date and the End Date will be determined by the Company based upon price loading requirements. The Company will complete this section upon final execution of this GPOSA. This General Provisions Article, along with any accrued rights and responsibilities, will survive termination or expiration of this GPOSA.

(a) Either party may terminate this GPOSA at any time by giving thirty (30) days' advance notice to the other party. GPOSA cannot be terminated by Customer if Service Coverage is in connection with an Equipment Rental Agreement requiring Customer to maintain service coverage.

(b) If this GPOSA is terminated by the Customer in accordance with subsection (a) above in order to upgrade a piece of Company's equipment, any unused amounts of service coverage (determined by chronological proration) for which the Customer has prepaid will be credited against the price of any new service GPOSA associated with the upgrade equipment purchased by the Customer under the then current service pricing strategies.

(c) If this GPOSA is terminated by the Customer in accordance with subsection (a) above, for any other reason than in (b) above, the Customer will not be provided credit for any unused prepaid amount, and if the Customer has purchased but not completely paid for a multi-year term, the Customer will be invoiced, and the Customer agrees to pay within 60 days of being invoiced, an amount equal to any difference between the amount prepaid by the termination date and the amount still owed to the Company for the remaining multi-year term.

10. Entire Agreement. All exhibits, schedules, attached hereto and referenced herein are made a part of this GPOSA. This GPOSA constitutes the entire agreement between the parties concerning the subject matter of this GPOSA and supersedes all prior negotiations and agreements between the parties concerning the subject matter of this GPOSA. The terms of any purchase order, invoice, or similar document used to implement this GPOSA shall be subject to and shall not modify this GPOSA.

THIS DOCUMENT CONTAINS CONFIDENTIAL AND PROPRIETARY TRADE SECRETS OF THE COMPANY.
ITS CONTENTS MAY NOT BE DISCLOSED BY AN AUTHORIZED RECIPIENT WITHOUT THE COMPANY'S PRIOR WRITTEN CONSENT.

11. How to Obtain Service. Customer can reach Company's Customer Support Center by calling (800) 421-3311.

12. Billing and Terms of Payment. Commercial billings are in advance and prices will vary dependent upon billing arrangements (multi-year, semi-annual, annual, or quarterly as specified in the attached Service Agreement Product Supplement). All payments are due and payable within thirty (30) days of invoice date, except for renewals, which are due by the renewal date. Customer is liable for the agreed date to annual charge beginning on the contract Effective Date. All overdue amounts will bear interest at a rate of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law, whichever is lower, until all amounts are paid in full.

13. Renewal. Company will provide for renewal, at the prices and terms then in effect, as long as a service agreement is available.

14. Notices. Notices under this GPOSA must be in writing, signed by the sending party, and sent to the address set forth in Paragraph one, by way of one of the following methods: personal delivery; registered or certified mail, in each case return receipt requested and postage prepaid; nationally recognized overnight courier, with all fees prepaid; or facsimile. A notice under this GPOSA is effective upon receipt or refusal of delivery by the other party.

If to Company to the Company address set forth in paragraph one,
Attn: Manager of Contract Management with copy to General Counsel

If to Customer to the Customer address set forth in paragraph one,
Attn: _____

15. Assignment. Customer may not assign or transfer this Agreement, nor move, transfer, or assign the Equipment, without Company's prior written consent and any attempted assignment, delegation or transfer by Customer without such consent will be void.

16. Warranty of Authority. The Customer represents and warrants to the Company that it is duly authorized to execute this GPOSA and that it has authority to legally bind the Customer to the terms of this GPOSA.

Each party is signing this GPOSA as of the date stated below its signature.

The Company:	The Customer:
QUIDELORTHO SALES COMPANY, LLC	IMPERIAL VALLEY HEALTHCARE DISTRICT
By: _____	By: _____
Printed Name:	Printed Name:
Title:	Title:
Date: _____	Date: _____

THIS DOCUMENT CONTAINS CONFIDENTIAL AND PROPRIETARY TRADE SECRETS OF THE COMPANY.
ITS CONTENTS MAY NOT BE DISCLOSED BY AN AUTHORIZED RECIPIENT WITHOUT THE COMPANY'S PRIOR WRITTEN CONSENT.

SCHEDULE A – SERVICE COVERAGE FOR EQUIPMENT

1. Scope of Services. The service coverage specified for each item of equipment set forth in the Service Agreement Product Supplement shall consist of the following:

(a) Telephone Assistance from the Company's hotline ("QuidelOrtho Hotline"), available seven days per week and twenty-four hours per day.

(b) When QuidelOrtho Hotline determines that the Customer has a problem that cannot be resolved with telephone assistance a Field Engineer will be dispatched.

(c) On-Site service performed by Field Engineers during contract coverage hours.

(d) Recommended PMs on covered equipment. These are periodic maintenance calls performed by Company to clean, test and maintain covered equipment. This includes all labor and parts used during the PM. The number of recommended PM calls per year is model specific and are specified in the Company's Service Manual for each model. These calls will only be made between the hours of 8:00am and 5:00pm local time, Monday through Friday, excluding Federal and local holidays.

(e) Health and Safety related Modification Kits. This includes all labor and parts used in the installation that are required to implement the modification. These calls will be made between the hours of 8:00am and 5:00pm local time, Monday through Friday, excluding Federal and local holidays.

(f) Replacement parts. Replacement of all worn-out or defective non-consumable parts ("Replacement Parts") on covered equipment replaced during an on-site service visit will be at no charge. Consumable parts are not covered by this GPOSA and are the responsibility of the Customer. Replacement Parts may be new or reconditioned to perform as new. Parts removed from equipment and replaced, unless previously agreed, shall, at Company's discretion, become the property of Company. All parts replaced at no charge must be returned to Company within thirty (30) days after replacement when the Replacement Part(s) are shipped directly to Customer. The Customer may also order certain replacement, non-consumable parts directly from Company. The cost of standard shipping is included. A charge for Premium shipping (NFO, Next Day) will be billed if this is requested by the Customer. All consumable parts will be charged to Customer.

2. Service Availability.

(a) The hours during which Company will provide on-site service for each item of covered equipment are as indicated on the Service Agreement Product Supplement of this GPOSA. On-site service provided outside the service hours indicated on the Service Agreement Product Supplement of this GPOSA is not covered. On-site service shall be billed at prevailing labor rates and trip charges based on time of day, day of week and geographic zone.

(b) Company's on-site response time will vary depending on the geographic zone in which the Customer resides. It is Company's objective to respond to requests for on-site service by the next covered business day.

3. Service Restrictions.

THIS DOCUMENT CONTAINS CONFIDENTIAL AND PROPRIETARY TRADE SECRETS OF THE COMPANY.
ITS CONTENTS MAY NOT BE DISCLOSED BY AN AUTHORIZED RECIPIENT WITHOUT THE COMPANY'S PRIOR WRITTEN CONSENT.

(a) During the term of this GPOSA, Customer shall be responsible for providing routine maintenance, as specified in the Operator's Manual provided by Company, on all equipment covered hereunder. Failure to follow such routine maintenance procedures may result in service charges to repair the equipment or to otherwise bring the equipment back into compliance with Company' specifications for such equipment or, at Company's discretion, may void all service obligations of Company hereunder. Please reference appropriate procedure manual for a detailed list of procedures to be performed.

(b) Service Coverage. If there are multiple items of equipment at Customer’s site that are the same model/type (e.g. two VITROS® 5600 Integrated Analyzers), then in order for any one item of equipment to be eligible for coverage under this GPOSA, all such items on-site must be covered under either a standard warranty, a rental service agreement with Company or a separate service agreement. If there are multiple items of ORTHO VISION™ Analyzers at Customer’s site, all such items on-site must be covered under a standard warranty, a rental service agreement with Company OR a separate service agreement.

(c) Customer agrees that neither it nor its employees or agents will alter or modify any part of the equipment or software, unless such action is expressly authorized in writing by Company. Any modification of or damage to any part of the equipment or software, whether by misuse, negligence, unauthorized repair or relocation, improper site preparation, unauthorized or improper integration with other products, accident, act of nature or otherwise (unless attributable to Company's negligence), may result in service charges to repair the equipment or software or to otherwise bring the equipment back into compliance with Company's specifications for such equipment or software or, at Company's discretion, may void all service obligations of Company hereunder.

(d) Customer shall notify Company prior to relocating any equipment. Any such relocation made without the express prior written approval of Company shall void all service obligations hereunder. Charges associated with the relocation and setup at a new location are not covered under this GPOSA.

(e) This GPOSA does not cover the following: circumstances beyond Company's control (such as overriding, bypassing, defeating interlock switches on equipment or devices sold by Company); problems due to failure of Customer to conform to Company site specifications; service or parts for any attachments, accessories, alterations or software not marketed by Company, nor to correct problems resulting from their use; rebuilding or reconditioning of equipment; service issues caused by Customer misuse or abuse; failure to follow Company's operating instructions; supply items.

(f) The Company will make available technical support, for a period of seven (7) years after sale or end of active production, whichever is less. Our support applies equally to hardware/instruments sold to an end customer, a TPI (Third Party Intermediary), or as a device used as a Company asset.

(g) ORTHO® Analyzers are designed to minimize footprint in the lab. It is necessary to provide adequate permanent clearance for airflow and operational/ maintenance access on all sides, according to the site specification. Failure to comply may result in void of service obligation and/or additional service charges.

(h) eConnectivity™ is technology developed to assist in troubleshooting. All eConnectivity-capable analyzers must be eConnected. Failure to comply may result in void of service obligation and/or additional service charges.

THIS DOCUMENT CONTAINS CONFIDENTIAL AND PROPRIETARY TRADE SECRETS OF THE COMPANY.
ITS CONTENTS MAY NOT BE DISCLOSED BY AN AUTHORIZED RECIPIENT WITHOUT THE COMPANY'S PRIOR WRITTEN CONSENT.

QuidelOrtho Sales Company LLC

PRODUCT SUPPLEMENT: SERVICE AGREEMENT

CUSTOMER INFORMATION			
Group Purchasing Organization:	**PREMIER HEALTHCARE ALLIANCE LP**	**Agreement Reference:**	**C000041488**
Charge to:		**Address:**	
Customer Number:	**0000005738**	**Customer Number:**	**0000005738**
Name:	**IMPERIAL VALLEY HEALTHCARE DISTRICT**	**Name:**	**IMPERIAL VALLEY HEALTHCARE DISTRICT**
Address:	**207 W LEGION RD**	**Address:**	**207 W LEGION RD**
City, State, Zip:	**BRAWLEY CA 92227**	**City, State, Zip:**	**BRAWLEY CA 92227**

Purchase Order #: _____

Material Description	Annual Price	Discount	Offer Price	Term Frequency	J #	Service Type	Cont. Start date	Cont. End date
VITROS XT 7600 System	$ 30,190.00	$ 0.00	$ 30,190.00		J76001775	Contract	11/17/2026	11/16/2027

*Sales, use, or other taxes measured by sales or receipts are not included in these prices

Please select the coverage level and term of your choice: A Service Term Discount is available when committing for 2 or more years *and* agreeing to pay the annual total amount, due within 30 days from date of invoice. The following Service Discounts are available:

Service Level /Analyzer	Ortho Care Single Year service contract	Price per year for a 2 Year service contract	Price per year for a 3 Year service contract	Price per year for a 4 Year service contract	Annual Discount
OrthoCare Basic Service M-F, 8AM-5PM	☐$30,190.00	☐$28,690.00	☐$27,940.00	☐$27,190.00	$750.00

Payment Option:

Service Agreements are invoiced annually. However, the options to pay semi-annually, quarterly or monthly are available. Please place a checkmark next to your selected payment option.

Options	Selection (√)
Annual	
Semi-Annual	
Quarterly	
Monthly	

ADDITIONAL TERMS AND CONDITIONS

This GPO Service Agreement will become effective when the entire unaltered signed Terms and Conditions and accompanying PO are received and signed by QuidelOrtho Service Sales. PO must indicate Service Agreement number, term of service and J #.

This offer is valid until November 13, 2026. If not returned by this date, the Company reserves the right to withdraw or modify this offer at its sole discretion. In addition, Company reserves the right to adjust the Service Agreement's written service coverage effective dates to reflect the date of receipt of a fully signed and executable Service Agreement and Purchase Order. Service coverage would be effective as of the adjusted coverage effective dates. If a signed Service Agreement and/or a Purchase Order are returned late, then the Customer is responsible for all service charges incurred before the implementation of the signed Service Agreement and Purchase Order

Ortho Care Basic option: Ortho Care Basic offers onsite support including labor and travel from M-F, 8am-5pm, excluding holidays; our objective is for service to be scheduled next covered business day. - Silver Option

THIS DOCUMENT CONTAINS CONFIDENTIAL AND PROPRIETARY TRADE SECRETS OF THE COMPANY.
ITS CONTENTS MAY NOT BE DISCLOSED BY AN AUTHORIZED RECIPIENT WITHOUT THE COMPANY'S PRIOR WRITTEN CONSENT.

Imperial Valley Healthcare District

BOARD MEETING DATE: November 12th, 2026

SUBJECT: Authorization to approve Medical Directorship Agreement for Valley Pediatric Health, Inc.

BACKGROUND: This agreement is for directorship services for the NICU health care activities. This is a new agreement, including CCS oversight.

KEY ISSUES: Physician will be compensated at a base compensation of $180 per hour with a maximum of 12 hours per month.

CONTRACT VALUE: not to exceed $25,920.00 annually.

CONTRACT TERM: 2 years

BUDGETED: No

BUDGET CLASSIFICATION: Directorship

RESPONSIBLE ADMINISTRATOR: Carly Zamora/Carol Bojorquez

DATE SUBMITTED TO LEGAL: _____ **REVIEWED BY LEGAL:** [X] Yes [ ] No

FIRST OR SECOND SUBMITTAL: [X] 1st [ ] 2nd

RECOMMENDED ACTION: Authorization to approve Medical Directorship Agreement for Valley Pediatric Health Inc.

MEDICAL DIRECTORSHIP AGREEMENT

THIS MEDICAL DIRECTORSHIP AGREEMENT ("**Agreement**") is entered into and executed as of November 1st, 2026 ("**Effective Date**"), by and between Imperial Valley Healthcare District, a Local Healthcare District, organized and existing in the State of California pursuant to the California Health and Safety Code, §§32000 *et seq.* ("**Hospital**"),"), and Valley Pediatric Health, Inc., ("**Director**"), a California Professional Corporation registered to provide medical services in the State of California, which provides the services of Ameen Alshareef, M.D., an individual licensed to practice medicine in the state of California **("Director")**. Director and Hospital are sometimes individually referred to hereafter as a "Party" and collectively as "Parties".

This Medical Directorship Agreement is entered into with respect to the following facts:

RECITALS

A. Hospital owns and operates a general acute care hospitals located in Brawley, California, El Centro California and rural health clinics ("RHCs"), in Calexico, California, El Centro, California and Brawley, California.

B. The RHCs currently provide primary and specialty healthcare services typically through the services of Nurse Practitioners ("NP"), Physician Assistants ("PA"), Certified Nurse Midwives ("CNMW") and independently contracted Physicians.

C. The NPs, PAs and CNMW's serving in the RHC require the oversight and assistance of a medical doctor, who can direct the medical operations of the RHCs and hospital.

D. Director is a Physician, duly licensed to practice medicine in the State of California and is experienced and qualified to provide professional medical services oversight.

E. Hospital desires to engage the Director to provide medical directorship services for the neonatal intensive care unit at the hospital.

F. Director, having the requisite skills and background to provide the services sought herein, desires to enter into this Agreement with Hospital.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged it is mutually agreed as follows:

1. Director Availability and Reporting. Hospital hereby contracts with Director to act as its medical director of the neonatal intensive care unit. In connection with the services furnished by Director hereunder. Should Director be unavailable due to vacation plans, continuing medical education, or for any other reason for a period of two or more weeks during the term of this Agreement, Director shall assist the Hospital in finding an appropriate physician to assume the Directorship responsibilities required by this Agreement. This alternate physician shall be approved in writing, in advance, by the Hospital Administrator. To facilitate the proper administration of this section and to assure the parties compliance with applicable state and federal law, Director shall complete and submit to Hospitals administrator on a monthly basis for the term of this Agreement, a time sheet (a copy of which is affixed to this Agreement as ***Exhibit A*** ("**Time and Activity Log**") and is incorporated herein by this reference) by the 10th day of the month after services describing the services performed and the amount of time expended in the prior month.

2. Directorship Services. Directorship services provided herein shall include the following:

a. Supervision and Oversight. Director will supervise and oversee the health services provided in the neonatal intensive care unit as outlined in ***Exhibit B*** of this agreement. To facilitate the proper administration of this section and to assure the parties compliance with applicable state and federal law, Director shall complete and submit to Hospitals administrator on a monthly basis for the term of this Agreement, a time sheet (a copy of which is affixed to this Agreement as ***Exhibit C*** and is incorporated herein by this reference) by the tenth (10th) day of the month after services describing the services performed and the amount of time expended in the prior month.

b. Development of New Services. Director will assist Hospital in developing and implementing new services for the NICU as appropriate for the changing needs of the community it serves.

c. Accreditation. Director shall meet with Hospital's personnel to assure that the practices meet or exceed current Hospital accreditation guidelines as related to the operation of the NICU program. Director shall further assist personnel in preparing for accreditation surveys

3. No Personal Use. Unless otherwise expressly agreed to in writing, no part of the premises shall be used at any time by Director as an office for personal use or for the private practice of medicine.

4. No Unauthorized Disclosure of Records. Director and Hospital agree to keep confidential and take all reasonable precautions to prevent the disclosure of records required to be prepared and/or maintained pursuant to this Agreement, unless such disclosure is authorized by patient or by law; provided, however, that to the extent required by 42 U.S.C.A. section

1395x(v)(1)(I) of Title II and any amendment thereto, revision or subsequent legislative enactment pertaining to the subject matter of said section, the parties agree to retain such records, and make them available for the appropriate governmental agencies, for a period of ten (10) years after the expiration of the termination of this agreement.

5. Establishment of Fees. The Hospital is solely responsible for establishing the fees for medical services.

6. Directorship Compensation. Hospital shall pay Director according to the compensation schedule set forth in ***Exhibit C*** ("**Hours & Compensation**"). Hospital shall pay the compensation owed on or before the fifteenth (15th) day of each calendar month, for services provided by Practitioner during the immediately preceding calendar month; provided that Practitioner has delivered a visit record to Hospital in the form attached hereto as ***Exhibit A*** ("**Time Log**") on or before the fifth (5th) day of each calendar month for the immediately preceding calendar month.

7. Independent Contractor Director is engaged as an independent contractor with Hospital in performing all work, duties, and obligations hereunder. Hospital shall not exercise any control or direction over the methods by which Director performs his work and functions, except that Director shall perform at all times in strict accordance with then currently approved methods and practices in Directors specialty. The Hospital's sole interest is to ensure that Director performs and renders services in a competent manner in accordance with medical and administrative standards. The parties expressly agree that no work, act, commission or omission of Director pursuant to the terms and conditions of this Agreement shall be construed to make or render Director an agent or servant of Hospital. Director shall not be entitled to receive vacation pay, sick leave, retirement benefits, Social Security, workers compensation, disability or unemployment insurance, or any other employee or pension benefit of any kind.

8. Insurance. Director shall provide and maintain current for the term of this Agreement, medical malpractice insurance as required by the Hospital Bylaws governing Hospital medical staff physicians in a minimum amount of one million dollars ($1,000,000) per occurrence and three million dollars ($3,000,000) annual aggregate. If the insurance coverage is "claims-made" rather than "occurrence-based", such coverage must be continued in the same amounts. However, if such coverage is terminated, Director shall at his expense provide Hospital with an extended reporting endorsement ("tail insurance") upon termination of this Agreement

9. Term and Termination. The term of this Agreement shall be one (2) years commencing on the Effective Date, unless terminated earlier as provided herein. This Agreement will automatically expire at the end of its current term unless extended in writing by mutual agreement of the parties neither party has any obligation to extend this Agreement beyond its current term.

a. Termination for Cause. Either party may, for cause ("cause" being defined herein as a material breach of an obligation contained or set forth in this Agreement) terminate this Agreement, provided, however, that the breaching party has been provided with notice and has failed to cure said breach within fourteen (14) days of such notice.

b. Immediate Termination. The Hospital may terminate this Agreement immediately for the following reasons:

1. The revocation, restriction, suspension or termination of Director's license to practice medicine in the State of California.

2. Director's malpractice insurance is cancelled, decreased or not renewed for any reason.

3. The attempted assignment or other unauthorized delegation of any of Director's duties or obligations hereunder.

4. The election of Director to file bankruptcy.

5. The revocation, suspension, or any material change of Medical Staff privileges.

6. The failure of Director to provide the Directorship services.

7. The failure of Director to document his services in a form substantially similar to that in ***Exhibit B***.

8. Director's conviction of a felony crime or exclusion from participation in any state or federal health care program, including but not limited to Medicare or Medicaid.

9. Any material breach of this Agreement

c. Early Termination Without Cause. Either party shall have the right to terminate this Agreement without penalty or cause effective at any time. Either party may then terminate this Agreement without cause upon thirty (30) days' advanced written notice to the other party.

10. No Assignment by Director. Director shall not assign, sell, or transfer any rights conferred by this Agreement, without the prior written consent of Hospital.

11. Attorneys' Fees. The prevailing party in any legal action to enforce this Agreement shall be entitled to recover its costs and reasonable attorneys' fees in addition to any other relief granted.

12. No Waiver. Failure by either party to enforce any provision of this Agreement shall not constitute a waiver of such provision.

13. Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each such provision shall be valid and enforceable to the fullest extent permitted by law. However, if either party in good faith determines that the finding of illegality or unenforceability adversely affects the material consideration for its performance under this Agreement, such party at its sole option may, by giving written notice to the other party, terminate this Agreement.

14. Entire Agreement. This Agreement embodies the entire agreement between the parties hereto and supersedes all other previous agreements and understandings, written or oral, between the parties hereto. There are no other Agreements between the parties hereto as to the subject matter hereof other than those set forth in this Agreement.

15. Applicable Law and Venue. This Agreement shall be governed by and construed interpreted and enforced in accordance with the laws of the State of California. The venue for any legal proceeding relating to, or arising out of, this Agreement shall be in the County of Imperial, State of California.

16. Access to Records. Hospital agrees that during normal business hours in accordance with state and federal law, and only to the extent required by state and federal law, Director shall have access to and the right to examine records which relate to any services provided under this Agreement for a period of not less than two (2) years following the termination or expiration of this agreement. Upon written request of Director, such access shall be extended with respect to any records which Director identifies as the actual or potential matter of investigation or litigation.

17. Headings. Headings have been included solely as a convenience to the reader and are not intended nor shall they be construed in the interpretation of this Agreement.

18. Compliance with Non-Discrimination Laws.

a. Non-Discrimination. During the performance of this Agreement, Director and his subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Director and his subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Director and his subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Division 4, Subchapter 1, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990(a-f), set forth in California Code of Regulations, Title 2, Division 4, Chapter 5, are incorporated into this contract by reference as if duly set forth herein. Director and his subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. Director shall include the nondiscrimination and compliance provisions of this Agreement in all subcontracts to perform

work under this Agreement.

b. Access to Determine Compliance. Director shall permit access by the representatives of the Department of Fair Employment and Housing and the Department of Corrections, upon reasonable notice at any time during normal business hours, but in no case less than twenty-four (24) hours notice, to such of its books, records, accounts, other sources of information and its facilities as such agencies shall require to ascertain compliance with this clause.

19. Access to Books and Records. Until the expiration of ten (10) years after the furnishing of any services pursuant to this Agreement, Director shall make available upon written request of the Secretary of the United States Department of Health and Human Departments or of the United States Comptroller General, or of any of their duly authorized representatives, this Agreement and such books, documents, and records of the Department as are necessary to certify the nature and the reasonable cost of services of the Hospital. If Director enters into an agreement with any related organization to provide services pursuant to this Agreement with a value or cost of ten thousand dollars ($10,000) or more over a twelve (12) month period, such agreement shall contain a clause to the effect that until expiration of ten (10) years after the furnishing of services pursuant to such agreement, the related organization shall make available, upon written request, of the Secretary or to the Comptroller General, or of any of their duly authorized representatives, the agreement and any books, documents, and records of such organization that are necessary to verify the nature and extent of such costs. This Section shall be of no force and effect if it is not required by law. Ownership of all records, books, and documents remains with the Hospital.

20. NOTICES

Any notice to be given to any party hereunder shall be deposited in the United States Mail, duly registered or certified, with return receipt requested, with postage thereon paid, and addressed to the party for which intended, at the following addresses, or to such other address or addresses as the parties may hereafter designate in writing to each other.

Hospital: Chief Executive Officer
Imperial Valley Healthcare District
207 Legion Road
Brawley, CA 92227

Director: Ameen Alshareef, MD
Valley Pediatric Health, INC
1600 S Imperial Ave., Suite 10
El Centro, CA 92243

21. Confidentiality HIPAA.

a. All records, files, proceedings and related information of Medical Director, Facility, and their providers pertaining to the evaluation and improvements of the quality of patient care at Facility shall be kept strictly confidential by Medical Director. Medical Director shall not voluntarily disclose such confidential information, either orally or in writing, except as expressly

required by law or pursuant to written authorization by Facility. This provision shall survive the expiration and termination of this Agreement.

b. Except as otherwise provided herein, any and all records relating to the Administrative Services and produced as a result of either party's performance under this Agreement shall be and remain the property of Facility.

c. Director will comply with all confidentiality laws and requirements including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**") and California Civil Code Section 56.10 *et. seq*. as applicable.

22. Offset. In the event Director is indebted or financially obligated to Hospital for any reason and has failed to repay as required any such debt or obligation for 60 days or more, then Hospital in its sole discretion may offset the amount of such unpaid debt or obligation owed by Director from any compensation due and payable under this agreement to Director. Hospital shall provide Director written notice of the exercise of its offset rights under this paragraph at any time before, or at the time of exercise of the offset. Any offset(s) exercised by the Hospital shall not affect or change any other conditions or provisions of contracts or agreements between Hospital and Director. Further, Hospital's exercise of any offset shall not be considered a waiver of any interest or penalty amount due and payable to the Hospital from Director.

23. General Interpretation. The terms of this Agreement have been negotiated by the parties hereto and the language used in this Agreement shall be the language chosen by the parties hereto to express their mutual intent. This Agreement shall be construed without regard to any proscription or rule requiring construction against the party causing such instrument or any portion thereof to be drafted. No rule of strict construction will be applied against any person.

24. Retention of Professional and Administrative Responsibility. Hospital shall retain professional and administrative responsibility for the services rendered as outlined in this Agreement.

25. Compliance with Disclosure Requirements of Hospital's Conflict of Interest Code. In accordance with the California Political Reform Act, the Hospital has promulgated its Conflict of Interest Code ("Code"). By executing this Agreement, Director is a contract physician for purposes of the Code and is required by law to make certain disclosures each year of the term of this Agreement on Form 700 Statement of Economic Interests ("Form"). Hospital will provide Director with this Form annually. Director agrees to complete and return this Form timely each year as required by law. (Additional information can be obtained from the California Fair Political Practices Commission at (866) 275-3772 and www.fppc.ca.gov.)

26. Other Agreements between Director and Hospital. Hospital and Director may enter, or may have entered, into other agreements for services such as On-Call or Coverage Services Agreements. Such agreements are maintained in a contracts management system, and will be made available to any State or Federal entities that require access.

27. Compliance with Laws. Director shall comply with the policies and procedures of Hospital

as may be in effect from time to time in his/her performance of the Medical Director Services. Director shall comply with all applicable laws, rules and regulations of all governmental authorities and accrediting agencies having jurisdiction over Facility, physicians, and/or this Agreement including all professional licensure and reimbursement laws, regulations and policies in his performance of the Medical Director Services.

28. Anti-Referral Laws. Nothing in this Agreement, or any other written or oral agreement, or any consideration in connection with this Agreement contemplates or requires the admission or referral of any patient to the RHCs. This Agreement is not intended to influence Director's judgment in choosing the proper care and treatment of patients

IN WITNESS WHEREOF, the parties have fully executed this Agreement effective on the date first written above.

HOSPITAL	**DIRECTOR**
Imperial Valley Healthcare District	Ameen Alshareef, MD Valley Pediatric Health, INC
By:_____ Pablo Velez Chief Executive Officer	By:_____
Date: _____	Date: _____

EXHIBIT A
Imperial Valley Healthcare District
207 West Legion Road
Brawley, California 92227

PHYSICIAN - TIME AND ACTIVITY LOG

Physician's Name: _____

Hospital Department: _____

Month: _____

Date	**Services Performed**	**Time**

I certify that I have performed the services set forth above and understand that this Time and Activity Log may be made available to law enforcement or other regulatory agencies to confirm compliance with applicable state and federal law if so requested.

Physician's Signature:_____ Date: _____

EXHIBIT B

MEDICAL DIRECTOR DUTIES

The responsibilities of the Director shall include, but not limited to the following:

1) Provide medical leadership and clinical oversight for the NICU and its neonatal services.
2) Promote safe, high-quality, evidence-based neonatal care consistent with the hospital's policies, Medical Staff Bylaws, and applicable standards of care.
3) Assist in establishing and maintaining clinical standards, protocols, pathways, and guidelines for the care of critically ill and high-risk newborns.
4) Serve as a physician resource to NICU physicians, advanced practice providers, nursing leadership, respiratory therapy, and other members of the multidisciplinary team.
5) Participate in multidisciplinary meetings and committees relating to NICU operations, quality, and patient safety as reasonably requested.
6) Oversee compliance with all applicable federal, state, accreditation, and organizational requirements, including standards related to patient safety, quality improvement, radiation safety, infection prevention, and documentation
7) Be actively involved in the continuous development and optimization of the program's electronic health record ("**EHR**") system and related clinical workflows to improve patient outcomes, efficiency, and regulatory compliance
8) Be available to department providers and department leadership for consultation, assistance with urgent issues, and other instances where program operation warrants the Director's intervention or participation
9) Maintain effective communication and collaboration with physicians, advanced practice providers, nursing staff, ancillary personnel, and executive leadership
10) Be available, in person or by telephone, to prepare necessary medical orders and provide emergency advice, consultation, and assistance when needed.
11) Participate in ongoing quality improvement and patient-safety activities related to neonatal services, including CCS standards.
12) Review NICU quality measures, clinical outcomes, complications, transfers, readmissions, and other indicators as appropriate.
13) Participate in case reviews, peer review activities, morbidity and mortality reviews, and other quality initiatives when requested or applicable.
14) Collaborate with hospital leadership to identify opportunities to improve neonatal outcomes, patient safety, and operational performance.
15) Support corrective action plans and performance-improvement initiatives arising from identified clinical or operational concerns.

EXHIBIT C

Hours & Compensation

Hospital shall pay the Director an hourly rate of one hundred seventy-five dollars ($180.00) per hour.

Hospital anticipates that the Director shall work, on average, twelve (12) hours per month providing directorship duties pursuant to this agreement.

Regardless of the total number of hours worked, the annual compensation paid to Director pursuant to this agreement shall not exceed twenty-five thousand nine-hundred and twenty dollars ($25,920.00)

Imperial Valley Healthcare District

BOARD MEETING DATE: November 12th, 2026

SUBJECT: Authorization to approve agreement between Oracle Health (Cerner) and Imperial Valley Healthcare District.

BACKGROUND: Authorization Professional Service Agreement with Oracle Health to consolidate EMR environments into one consolidated EMR environment.

KEY ISSUES: This agreement includes a contractual combination of all the legacy contracts for Pioneers and El Centro, the services needed to build/combine and add new technologies to maximize the experience across the continuum of care and provide optimal value to patients, providers, and EMR users under IVHD. CURES and IVHD Merge agreements are approximately $7 million, with the CURES agreement remaining at $4.4 million. New pricing for the Merge agreement (~$2.6M) represents an overall discount of more than $4M from the original pricing presented previously**. See Documents:**

CONTRACT VALUE: Approximately $7,000,000

CONTRACT TERM: 6 years

BUDGETED: No

BUDGET CLASSIFICATION: Professional Services

RESPONSIBLE ADMINISTRATOR: Pablo Velez, CEO

DATE SUBMITTED TO LEGAL: _____ **REVIEWED BY LEGAL:** [X] Yes [ ] No

FIRST OR SECOND SUBMITTAL: [X] 1st [ ] 2nd

RECOMMENDED ACTION: Authorization to approve agreement between Oracle Health (Cerner) and Imperial Valley Healthcare District.

Ordering Document

ORACLE

Contract ID:

1225356541, CPQ-4253855

1225356540, CPQ-4308628

1225356631, CPQ-4308630

1225356632, CPQ-4308639

1225390101, CPQ-4215601

1225356539, CPQ-4322090

Imperial Valley Healthcare District
601 Heber Ave
Calexico CA, 92231
US

Contact
Pablo Velez
760-339-7100
Pablo.Velez@ecrmc.org

Oracle America, Inc.
500 Oracle Parkway
Redwood Shores, CA
94065

Fee Summary

Fee Description	Net Fees	Monthly Fees	Annual Fees
Application Management Services (1225356541, CPQ-4253855)	--	50,014.33	--
Cloud Services (1225356540, CPQ-4308628)	804,826.87	0.00	0.00
Cloud Services (1225356541, CPQ-4253855)	0.00	0.00	0.00
Cloud Services (1225356632, CPQ-4308639)	500,000.00	0.00	0.00
Managed Services (1225356541, CPQ-4253855)	--	94,566.48	--
Professional Services -- Estimated Expenses (1225390101, CPQ-4215601)	200,000.00	--	--
Professional Services -- Fixed Price (1225390101, CPQ-4215601)	2,618,415.74	--	--
Professional Services -- Time and Materials (1225390101, CPQ-4215601)	1,143.38	--	--
Recurring Services (1225356539, CPQ-4322090)	--	50,000.00	--
Recurring Services (1225356541, CPQ-4253855)	--	103,626.28	--
Recurring Services (1225356631, CPQ-4308630)	--	8,541.87	--
Recurring Services (1225356632, CPQ-4308639)	--	3,905.34	--
Sublicensed Software and Sublicensed Software Support (1225356541, CPQ-4253855)	0.00	--	1,500.00
Transaction Services -- Annual Usage Period (1225356541, CPQ-4253855)	0.00	--	6,517.80
Transaction Services -- Monthly Usage Period (1225356541, CPQ-4253855)	--	600.00	--
Transaction Services -- Monthly Usage Period (1225356631, CPQ-4308630)	--	3,480.40	--
Total Fees	**4,124,385.99**	**314,734.70**	**8,017.80**

Billing Frequency

Description	Amount Due	Payment Due	Services Commencement
Application Management Services (1225356541, CPQ-4253855)	100%	Monthly in advance, beginning when access issued	beginning when access issued
Cloud Services (1225356540, CPQ-4308628) (1225356541, CPQ-4253855) (1225356632, CPQ-4308639)	100%	Monthly in advance, beginning when access issued	beginning when access issued
Managed Services (1225356541, CPQ-4253855)	100%	Monthly in advance, beginning when access issued	beginning when access issued
Recurring Services (1225356539, CPQ-4322090) (1225356541, CPQ-4253855) (1225356631, CPQ-4308630) (1225356632, CPQ-4308639)	100%	Monthly in advance, beginning when access issued	When access issued
Sublicensed Software (1225356541, CPQ-4253855)	100%	Upon shipment	Beginning upon shipment
Sublicensed Software Support (1225356541, CPQ-4253855)	100%	Monthly in advance, beginning upon shipment	Beginning upon shipment
Transaction Services (1225356631, CPQ-4308630) (1225356541, CPQ-4253855)	100%	Monthly in advance, beginning when access issued	Beginning when access issued
Transaction Services - Overage and Usage Fees (1225356631, CPQ-4308630) (1225356541, CPQ-4253855)	100%	Monthly in arrears	--
Professional Services -- Estimated Expenses (1225390101, CPQ-4215601)	100%	Monthly in arrears	--
Professional Services -- Fixed Price (1225390101, CPQ-4215601)	100%	Payable in seventy-eight (78) equally monthly installments, consisting of seventy-seven (77) payments of $33,569.43 and one (1) final payment of $33,569.63, beginning on contract execution	--
Professional Services - Time and Material (1225390101, CPQ-4215601)	100%	Monthly in arrears	--

Ordered Items

Recurring Services

Part Number	Description	Services Term	Pass-Through Code	Quantity	Unit Net Price	Extended Monthly Fees
	(1225356541, CPQ-4253855)					
B100006	**Oracle Health Reference Lab Network for CommunityWorks - Connection**[A] Through 31-Dec-2032	**78.0 mo**	**--**	**4**	**52.50**	**210.00**
B100013	**Oracle Health Workflow Authentication Soft Token - Users** Through 31-Dec-2032	**78.0 mo**	**--**	**275**	**0.92**	**253.00**
B100023	**Consumer Support for Oracle Health Patient Portal - US Only - Call** Through 31-Dec-2032	**78.0 mo**	**--**	**10**	**12.40**	**124.00**
B100041	**Oracle Health Bedside Medical Device Integration - Beds**[A] Through 31-Dec-2032	**78.0 mo**	**--**	**74**	**91.00**	**6,734.00**
B100108	**Oracle Health FHIR APIs - CommunityWorks - Client**[A] Through 31-Dec-2032	**78.0 mo**	**--**	**2**	**250.00**	**500.00**
B100131	**Oracle Health Document Management - Concurrent User**	**78.0 mo**	**--**	**150**	**30.2691**	**4,540.36**

Part Number	Description	Services Term	Pass-Through Code	Quantity	Unit Net Price	Extended Monthly Fees
	(1225356541, CPQ-4253855)					
	Through 31-Dec-2032					
B100173	**Oracle Health Electronic Prescription Interoperability - CommunityWorks - Providers**[A] Through 31-Dec-2032	**78.0 mo**	**--**	**139**	**7.00**	**973.00**
B100352	**Oracle Health Direct HISP - CommunityWorks - Facilities**[A] Through 31-Dec-2032	**78.0 mo**	**--**	**2**	**70.00**	**140.00**
B100377	**FetaLink+ - Births** Through 31-Dec-2032	**78.0 mo**	**--**	**1,833**	**0.8074**	**1,480.00**
B100455	**Emergency Department Coding Subscription for CommunityWorks (Up to Quantity) - ED Visits** Through 31-Dec-2032	**78.0 mo**	**--**	**999,999,999**	**0.0001**	**1,870.00**
B100481	**PowerNote Content for Acute Care -- CommunityWorks (Up to Quantity) - Beds** Through 31-Dec-2032	**78.0 mo**	**--**	**999,999,999**	**0.0001**	**430.00**
B100851	**CPT for Patient Billing - Beds** [Mfg Part Num: KS-22304] Through 31-Dec-2032	**78.0 mo**	**100015_001**	**268**	**1.3209**	**354.00**
B103442	**Syndromic Surveillance and Electronic Lab Results for CommunityWorks - Client**[A] Through 31-Dec-2032	**78.0 mo**	**--**	**2**	**525.00**	**1,050.00**
B105923	**Oracle Health Radiology Information System - Modality Worklist - Beds** Through 31-Dec-2032	**78.0 mo**	**--**	**268**	**0.276**	**73.96**
B105931	**Oracle Health CommunityWorks General Laboratory - Operating Expense ($M)** Through 31-Dec-2032	**78.0 mo**	**--**	**323**	**0.5934**	**191.67**
B105934	**Oracle Health CommunityWorks Inventory Management Suite - Operating Expense ($M)** Through 31-Dec-2032	**78.0 mo**	**--**	**323**	**5.4034**	**1,745.29**
B105960	**Oracle Health Blood Bank for CommunityWorks - Operating Expense ($M)** Through 31-Dec-2032	**78.0 mo**	**--**	**323**	**0.3591**	**115.98**
B105989	**CareSelect Imaging - Integ with CommWx (51-100 beds) - Each** [Mfg Part Num: CARESELECT-CMWx100] Through 31-Dec-2032	**78.0 mo**	**100061_001**	**1**	**1,500.00**	**1,500.00**
B100000	**Oracle Health Workflow Authentication Cloud Subscription - Users** Through 31-Dec-2032	**78.0 mo**	**--**	**275**	**13.7745**	**3,788.00**
B100042	**Oracle Health Laboratory Medical Device Integration - Device**[A] Through 31-Dec-2032	**78.0 mo**	**--**	**315**	**13.6127**	**4,288.00**
B100065	**Oracle Health Care Notifications - CommunityWorks - Facilities** Through 31-Dec-2032	**78.0 mo**	**--**	**2**	**175.00**	**350.00**
B100072	**Oracle Health Privacy Analytics - Gigabyte Per Day** Through 31-Dec-2032	**78.0 mo**	**--**	**2**	**1,800.0001**	**3,600.00**
B100110	**Work Queue Management - Providers** Through 31-Dec-2032	**78.0 mo**	**--**	**139**	**21.2806**	**2,958.00**
B100117	**Oracle Health Appointment Reminders (Up to Quantity) - Admissions and Outpatient Visits** [Mfg Part Num: PY-122821] Through 31-Dec-2032	**78.0 mo**	**100109_001**	**499,999**	**0.0062**	**3,100.00**

Part Number	Description	Services Term	Pass-Through Code	Quantity	Unit Net Price	Extended Monthly Fees
	(1225356541, CPQ-4253855)					
B100124	**Oracle Health FHIR APIs with Bulk Data Access - CommunityWorks - Client**[^] Through 31-Dec-2032	**78.0 mo**	**--**	**2**	**125.00**	**250.00**
B100174	**External Rx History - Acute - Beds**[^] Through 31-Dec-2032	**78.0 mo**	**--**	**268**	**7.2917**	**1,954.17**
B100353	**Oracle Health Direct HISP - Ambulatory - Facilities**[^] Through 31-Dec-2032	**78.0 mo**	**--**	**2**	**31.50**	**63.00**
B100422	**PowerNote Content for Ambulatory - CommunityWorks - Providers** Through 31-Dec-2032	**78.0 mo**	**--**	**139**	**1.9422**	**269.96**
B100429	**GI Management - Endoscopy Procedure Carts** Through 31-Dec-2032	**78.0 mo**	**--**	**3**	**248.0433**	**744.13**
B100499	**Oracle Health Antimicrobial Usage and Resistance Reporting - Admissions** Through 31-Dec-2032	**78.0 mo**	**--**	**10,377**	**0.0127**	**132.24**
B100526	**CAP SNOMED International (III) for Pathology - Facilities** Through 31-Dec-2032	**78.0 mo**	**--**	**2**	**72.22**	**144.44**
B100850	**CPT for Integrated Ambulatory EMR - Beds** [Mfg Part Num: KS-22303] Through 31-Dec-2032	**78.0 mo**	**100015_001**	**268**	**3.8582**	**1,034.00**
B100881	**Intelligent Medical Objects (IMO) - Ambulatory - United States - Providers** [Mfg Part Num: KS-26930 US] Through 31-Dec-2032	**78.0 mo**	**11902_IMO**	**139**	**2.3465**	**326.16**
B101267	**ExitCare - ED (CommunityWorks) - ED Visits** [Mfg Part Num: ER-22196-CW] Through 31-Dec-2032	**78.0 mo**	**3204_EXI**	**81,428**	**0.0105**	**851.12**
B101270	**ExitCare - Inpatient (CommunityWorks) - Admissions** [Mfg Part Num: KS-22194-CW] Through 31-Dec-2032	**78.0 mo**	**3204_EXI**	**10,377**	**0.0067**	**69.18**
B101297	**AORN Syntegrity Content Subscription (CommunityWorks) - Facilities** [Mfg Part Num: SU-22020-CW] Through 31-Dec-2032	**78.0 mo**	**12301_CSC**	**2**	**47.95**	**95.90**
B105928	**Oracle Health CommunityWorks Full Clinical Suite - Operating Expense ($M)** Through 31-Dec-2032	**78.0 mo**	**--**	**323**	**6.7896**	**2,193.05**
B105961	**Oracle Health Oncology - Oncology Providers** Through 31-Dec-2032	**78.0 mo**	**--**	**4**	**833.3333**	**3,333.33**
B105967	**Oracle Health Radiology Information System - Mammography Management for CommunityWorks - Operating Expense ($M)** Through 31-Dec-2032	**78.0 mo**	**--**	**323**	**3.5914**	**1,160.01**
B109376	**Oracle Health CommunityWorks Revenue Cycle Suite Acute - Operating Expense ($M)** Through 31-Dec-2032	**78.0 mo**	**--**	**323**	**5.4034**	**1,745.29**
B100053	**Oracle Health PDMP Support - CommunityWorks - States** Through 31-Dec-2032	**78.0 mo**	**--**	**2**	**85.00**	**170.00**
B100081	**Oracle Health Patient Electronic Signature - Forms** Through 31-Dec-2032	**78.0 mo**	**--**	**190,000**	**0.0202**	**3,830.83**

Part Number	Description	Services Term	Pass-Through Code	Quantity	Unit Net Price	Extended Monthly Fees
(1225356541, CPQ-4253855)						
B100135	**Oracle Health Electronic Case Reporting CommunityWorks and Ambulatory ASP - Providers**[A] Through 31-Dec-2032	**78.0 mo**	**--**	**139**	**3.1135**	**432.78**
B100359	**Oracle Health Immunization Reporting + Query Bundle - CommunityWorks (Up to Quantity) - Beds**[A] Through 31-Dec-2032	**78.0 mo**	**--**	**250**	**2.80**	**700.00**
B100418	**Oracle Health Outpatient Physical Rehabilitation - Rehab Outpatient Visits** Through 31-Dec-2032	**78.0 mo**	**--**	**596**	**0.0819**	**48.83**
B100423	**Oracle Health Multum Drug Database Patient Specific (Ambulatory) - CommunityWorks - Providers** Through 31-Dec-2032	**78.0 mo**	**--**	**139**	**2.3381**	**325.00**
B100452	**Emergency Department Physician Documentation Content for CommunityWorks (Up to Quantity) - ED Visits** Through 31-Dec-2032	**78.0 mo**	**--**	**999,999,999**	**0.0001**	**1,680.00**
B100464	**Oracle Health Multum Drug Database Patient Specific - CommunityWorks (Up To Quantity) - Beds** Through 31-Dec-2032	**78.0 mo**	**--**	**999,999,999**	**0.0001**	**260.00**
B100479	**Controlled Medical Terminology (CommunityWorks) - Facilities** Through 31-Dec-2032	**78.0 mo**	**--**	**2**	**155.00**	**310.00**
B100498	**Oracle Health Infection Control Regulatory Reporting Content for CommunityWorks and Critical Access (Up to Quantity) - Beds** Through 31-Dec-2032	**78.0 mo**	**--**	**999,999,999**	**0.0001**	**170.00**
B100529	**Eligible Provider Quality Reporting - CommunityWorks - Physicians**[A] Through 31-Dec-2032	**78.0 mo**	**--**	**89**	**5.50**	**489.50**
B100849	**CPT for Clinical EMR - Beds** [Mfg Part Num: KS-22302] Through 31-Dec-2032	**78.0 mo**	**100015_001**	**268**	**1.0187**	**273.00**
B101272	**ExitCare - Physician_Ambulatory - Physicians** [Mfg Part Num: KS-22198] Through 31-Dec-2032	**78.0 mo**	**3204_EXI**	**89**	**17.7388**	**1,578.75**
B105024	**Controlled Medical Terminology (Ambulatory) - Providers** Through 31-Dec-2032	**78.0 mo**	**--**	**139**	**4.0072**	**557.00**
B105929	**Oracle Health CommunityWorks Surgical Suite - Operating Expense ($M)** Through 31-Dec-2032	**78.0 mo**	**--**	**323**	**2.1275**	**687.20**
B105932	**Oracle Health CommunityWorks Radiology Suite - Operating Expense ($M)** Through 31-Dec-2032	**78.0 mo**	**--**	**323**	**1.161**	**375.00**
B105933	**Oracle Health CommunityWorks Emergency Department Suite - Operating Expense ($M)** Through 31-Dec-2032	**78.0 mo**	**--**	**323**	**0.1935**	**62.51**
B105945	**Oracle Health Infection Control for CommunityWorks and Critical Access (Up to Quantity) - Beds** Through 31-Dec-2032	**78.0 mo**	**--**	**999,999,999**	**0.0001**	**50.00**
B105946	**Oracle Health Microbiology for CommunityWorks - Operating Expense ($M)**	**78.0 mo**	**--**	**323**	**0.3591**	**115.98**

Part Number	Description	Services Term	Pass-Through Code	Quantity	Unit Net Price	Extended Monthly Fees
	(1225356541, CPQ-4253855)					
	Through 31-Dec-2032					
B105948	**Oracle Health Anatomic Pathology for CommunityWorks - Operating Expense ($M)** Through 31-Dec-2032	**78.0 mo**	**--**	**323**	**0.6559**	**211.84**
B105964	**Oracle Health PowerChart Ambulatory - CommunityWorks - Providers** Through 31-Dec-2032	**78.0 mo**	**--**	**139**	**7.1583**	**995.00**
B106236	**Oracle Health Camera Capture - Devices** Through 31-Dec-2032	**78.0 mo**	**--**	**315**	**2.381**	**750.00**
B109125	**Oracle Health CommunityWorks Oracle Health Patient Accounting Ambulatory (FKA RevElate) - Providers** Through 31-Dec-2032	**78.0 mo**	**--**	**139**	**4.3416**	**603.48**
B111789	**Oracle Health ECG Management - ECG Procedures** Through 31-Dec-2032	**78.0 mo**	**--**	**1,000**	**0.0133**	**13.34**
B100036	**Oracle Health Mobile Vitals Collection (Beds) - Beds** Through 31-Dec-2032	**78.0 mo**	**--**	**268**	**5.8769**	**1,575.00**
B100055	**Oracle Health Multimedia Management and Archival - Annual Gigabytes** Through 31-Dec-2032	**78.0 mo**	**--**	**600**	**5.5556**	**3,333.33**
B100058	**Oracle Health EHR Nursing Mobility - Device** Through 31-Dec-2032	**78.0 mo**	**--**	**315**	**10.582**	**3,333.33**
B101635	**Flywire Platform License (up to 500K SMS_mo.) (Up To Quantity) - Net Patient Revenue ($M)** [Mfg Part Num: FLY-611202] Through 31-Dec-2032	**78.0 mo**	**3rd Party**	**1,999**	**0.9667**	**1,932.44**
B103447	**Oracle Health Interface Connection for Shared Domains - Interface Connection** Through 31-Dec-2032	**78.0 mo**	**--**	**7**	**16.2857**	**114.00**
B105926	**Oracle Health 724Access Downtime Viewer for CommunityWorks and Continuum - Beds** Through 31-Dec-2032	**78.0 mo**	**--**	**268**	**2.7015**	**724.00**
B105968	**Oracle Health Acute Case Management - Full Time Equivalents (FTEs)** Through 31-Dec-2032	**78.0 mo**	**--**	**1,981**	**0.59**	**1,168.79**
B105990	**CareSelect Imaging - Integ with CommWx (101-200 beds) - Each** [Mfg Part Num: CARESELECT-CMWx200] Through 31-Dec-2032	**78.0 mo**	**100061_001**	**1**	**2,083.3333**	**2,083.33**
B100017	**Oracle Health Scheduled Video Visits - Providers** Through 31-Dec-2032	**78.0 mo**	**--**	**139**	**18.00**	**2,502.00**
B100175	**Oracle Health Electronic Prior Authorization - Providers^** Through 31-Dec-2032	**78.0 mo**	**--**	**139**	**5.25**	**729.75**
B103446	**Oracle Health Interfaces Connection - Cloud Subscription - Interface Connection** Through 31-Dec-2032	**78.0 mo**	**--**	**7**	**14.8571**	**104.00**
B105918	**Oracle Health Milk Management Training Database - Production Environments** Through 31-Dec-2032	**78.0 mo**	**--**	**1**	**142.8746**	**142.87**
B105920	**Oracle Health Pharmacy Clinical Surveillance - Admissions**	**78.0 mo**	**--**	**10,377**	**0.0093**	**96.11**

Part Number	Description	Services Term	Pass-Through Code	Quantity	Unit Net Price	Extended Monthly Fees
	(1225356541, CPQ-4253855)					
	Through 31-Dec-2032					
B105925	**Oracle Health Transfusion Administration for Millennium - Beds** Through 31-Dec-2032	**78.0 mo**	**--**	**268**	**5.2538**	**1,408.02**
B105927	**Oracle Health Instant Access for CommunityWorks - Users** Through 31-Dec-2032	**78.0 mo**	**--**	**275**	**0.8727**	**240.00**
B105965	**Oracle Health Practice Management Registration and Scheduling - Providers** Through 31-Dec-2032	**78.0 mo**	**--**	**139**	**4.3417**	**603.49**
B105969	**Oracle Health Anesthesia for CommunityWorks - Operating Expense ($M)** Through 31-Dec-2032	**78.0 mo**	**--**	**323**	**1.1238**	**362.99**
B105971	**Oracle Health Surgical and Endoscopic Imaging for CommunityWorks - Endoscopy Procedure Carts** Through 31-Dec-2032	**78.0 mo**	**--**	**3**	**20.7833**	**62.35**
B105972	**Oracle Health Maternity - Ambulatory - Providers** Through 31-Dec-2032	**78.0 mo**	**--**	**139**	**0.6593**	**91.64**
B105973	**Oracle Health Maternity for Acute - Births** Through 31-Dec-2032	**78.0 mo**	**--**	**1,833**	**1.0623**	**1,947.12**
B105974	**FetaLink (Births) - Births** Through 31-Dec-2032	**78.0 mo**	**--**	**1,833**	**1.0573**	**1,938.12**
B108003	**Oracle Health Milk Management Outbound Interface for CommunityWorks - Domain** Through 31-Dec-2032	**78.0 mo**	**--**	**1**	**19.41**	**19.41**
B100880	**Intelligent Medical Objects (IMO) - Acute Care (Up To Quantity) - United States - Admissions** [Mfg Part Num: KS-26925 US] Through 31-Dec-2032	**78.0 mo**	**11902_IMO**	**12,000**	**0.1846**	**2,215.50**
B100094	**Unified Consumer Communications (Up to Quantity) - Admissions and Outpatient Visits** [Mfg Part Num: PY-10322C] Through 31-Dec-2032	**78.0 mo**	**100109_001**	**499,999**	**0.0095**	**4,740.00**
B109497	**Oracle Health Real-World Data - Contributor - Client** Through 31-Dec-2032	**78.0 mo**	**--**	**2**	**0.0**	**0.00**
B100138	**Oracle Health Seamless Exchange (Up to Quantity) - Admissions and Outpatient Visits**[A] Through 31-Dec-2032	**78.0 mo**	**--**	**1,000,000**	**0.0**	**0.00**
B111381	**Oracle Health Connection Hub for Providers Cloud Service - Client** Through 31-Dec-2032	**78.0 mo**	**--**	**2**	**0.0**	**0.00**
B101934	**Advanced Capture Concurrent Full User - EACH** [Mfg Part Num: CER-TA-CUSR01-001F-SCS] Through 31-Dec-2032	**78.0 mo**	**3rd Party**	**7**	**196.1971**	**1,373.38**
B101935	**Advanced Capture Imaging Volume - 10K - EACH** [Mfg Part Num: CER-TA-YVOL02-010K-SCS] Through 31-Dec-2032	**78.0 mo**	**3rd Party**	**100**	**13.60**	**1,360.00**
					Subtotal	**103,626.28**

Part Number	Description	Services Term	Pass-Through Code	Quantity	Unit Net Price	Extended Monthly Fees
	(1225356631, CPQ-4308630)					
B100827	**Payer Alerts (10 Authorized Users) (Up To Quantity) - Annual Encounters** [Mfg Part Num: 07643328] Through 30-Jun-2029	36.0 mo	3rd Party	450,000	0.0015	670.00
B100986	**Experian Integrated Eligibility (Up To Quantity) - Annual Encounters** [Mfg Part Num: EXP-102219-001] Through 30-Jun-2029	36.0 mo	3rd Party	450,000	0.0067	3,000.00
B101061	**Patient Financial Clearance, CommunityWorks - Client** [Mfg Part Num: EXP-0924209] Through 30-Jun-2029	36.0 mo	59820_EXP	2	187.0001	374.00
B101062	**eCare NEXT Document Imaging, CommunityWorks - Interface** [Mfg Part Num: EXP-0924211] Through 30-Jun-2029	36.0 mo	3rd Party	7	38.00	266.00
B101063	**Patient Estimates Document Imaging, CommunityWorks - Interface** [Mfg Part Num: EXP-0924214] Through 30-Jun-2029	36.0 mo	3rd Party	7	19.2857	135.00
B101064	**Passport Authorizations Reconciliation CommunityWorks - Client** [Mfg Part Num: EXP-0924217] Through 30-Jun-2029	36.0 mo	3rd Party	2	1,348.50	2,697.00
B101067	**eCare NEXT Add Cerner HL7 Interface, CommunityWorks - Interface** [Mfg Part Num: EXP-0924223] Through 30-Jun-2029	36.0 mo	3rd Party	7	53.2857	373.00
B101095	**Authorizations Document Imaging, CommunityWorks - Interface** [Mfg Part Num: EXP-1016214] Through 30-Jun-2029	36.0 mo	3rd Party	7	27.00	189.00
B101706	**Payment Fusion Software License Fee - Device** [Mfg Part Num: RC-317201] Through 30-Jun-2029	36.0 mo	100063_001	315	2.1429	675.00
B101707	**Payment Fusion Gateway License Fee - Submitter IDs** [Mfg Part Num: RC-317202] Through 30-Jun-2029	36.0 mo	100063_001	4	40.7177	162.87
					Subtotal	8,541.87

Part Number	Description	Services Term	Pass-Through Code	Quantity	Unit Net Price	Extended Monthly Fees
	(1225356632, CPQ-4308639)					
B109599	**Oracle Health EHR Physician Mobility - Active Users** Through 30-Jun-2027	12.0 mo	--	63	28.5714	1,800.00
B112052	**Enhanced Medical Necessity Content for Ambulatory Care - Provider** [Mfg Part Num: CP-20806] Through 30-Jun-2027	12.0 mo	1001_3MR	139	6.2878	874.00
B112054	**Enhanced Medical Necessity Content for Acute Care - Bed** [Mfg Part Num: CP-20811] Through 30-Jun-2027	12.0 mo	1001_3MR	268	2.9776	798.00
B101398	**Dragon Medical One, Term, User License - Users** [Mfg Part Num: DMONE-TERM]	12.0 mo	100125_002	275	0.65	178.75

Part Number	Description	Services Term	Pass-Through Code	Quantity	Unit Net Price	Extended Monthly Fees
	(1225356631, CPQ-4308630)					
	Through 30-Jun-2027					
B101404	**PowerMic Mobile User License - Users** [Mfg Part Num: PMOBILE-TERM] Through 30-Jun-2027	**12.0 mo**	**100124_002**	**275**	**0.20**	**55.00**
B101702	**PMMobile, Hosted Service, ED Adm Encs,Unlimited User - ED Visits** [Mfg Part Num: PMOBILE-ED-TERM] Through 30-Jun-2027	**12.0 mo**	**58750_NUA**	**81,428**	**0.0001**	**14.90**
B101704	**PMMobile, Hosted Service, IP Adm Encs,Unlimited User - Admissions** [Mfg Part Num: PMOBILE-IP-TERM] Through 30-Jun-2027	**12.0 mo**	**58750_NUA**	**10,377**	**0.0.00097499**	**10.12**
B101705	**PMMobile, Hosted Service, OP Adm Encs,Unlimited User - Outpatient Visits** [Mfg Part Num: PMOBILE-OP-TERM] Through 30-Jun-2027	**12.0 mo**	**58750_NUA**	**107,982**	**0.0001**	**10.80**
B101715	**DMOne, Hosted Service, Term, Emergency Visits, Licen - Encounters** [Mfg Part Num: DMOED-TERM] Through 30-Jun-2027	**12.0 mo**	**58730_NUA**	**81,428**	**0.0008**	**67.83**
B101717	**DMOne, Hosted, Term, Inpatient Admissions, License - Encounters** [Mfg Part Num: DMOIP-TERM] Through 30-Jun-2027	**12.0 mo**	**58730_NUA**	**10,377**	**0.0044**	**45.84**
B101719	**DMOne, Hosted Service, Term, Outpatient Visits, Lice - Encounters** [Mfg Part Num: DMOOP-TERM] Through 30-Jun-2027	**12.0 mo**	**58730_NUA**	**107,982**	**0.0004**	**50.10**
					Subtotal	**3,905.34**

Part Number	Description	Services Term	Pass-Through Code	Quantity	Unit Net Price	Extended Monthly Fees
	(1225356539, CPQ-4322090)					
B110452	**Oracle Health AI Data Platform for Providers - Named Member** Through 31-Dec-2032	**78.0 mo**	**--**	**150,000**	**0.1111**	**16,666.67**
B110453	**Oracle Health Quality Management for Providers - Named Member** Through 31-Dec-2032	**78.0 mo**	**--**	**150,000**	**0.1111**	**16,666.67**
B110454	**Oracle Health Care Coordination Intelligence for Providers - Named Member** Through 31-Dec-2032	**78.0 mo**	**--**	**150,000**	**0.1111**	**16,666.67**
					Subtotal	**50,000.00**

Transaction Services - Annual Usage Period

Part Number	Description	Services Term	Pass-Through Code	Quantity (per yr)	Unit Net Price	Overage / Usage Fees	Extended Net Fees	Extended Annual Fees
			(1225356541, CPQ-4253855)					
B102307	**ePayments Plus - Patient Payments** (Annually starting 1-Jul-2026[B]) Through 30-Jun-2027	**12.0 mo**	**--**	**12,780**	**0.51**	**0.51**	**--**	**6,517.80**
B102307	Additional Annual Period (Annually starting 1-Jul-2027[B]) Through 30-Jun-2028	17.0 mo	--	25,560	0.47	0.47	--	12,013.20
B102307	Initial Partial Period (1-Jul-2032 - 31-Dec-2032[B]) Through 31-Dec-2032	6.0 mo	--	25,560	0.47	0.47	--	12,013.20
						Subtotal	**0.00**	**6,517.80[F]**

Transaction Services - Monthly Usage Period

Part Number	Description	Services Term	Pass-Through Code	Quantity (per mo)	Unit Net Price	Overage / Usage Fees	Extended Monthly Fees
			(1225356541, CPQ-4253855)				
B102183	**Flywire Patient Statements - Patient Statements** [Mfg Part Num: FLY-611203-MIN] Through 31-Dec-2032	**78.0 mo**	**3rd Party**	**4,900**	**0.1224**	**0.1224**	**600.00**
B102184	Additional Pages - Patient Statements Additional Pages [Mfg Part Num: FLY-6112031-BILL] Through 31-Dec-2032	--	3rd Party	--	--	0.20	--
B102185	NCOA Check - Change of Address Updates [Mfg Part Num: FLY-6112032-BILL] Through 31-Dec-2032	--	3rd Party	--	--	0.20	--
B102186	IMB Real-Time Tracking and Reporting - Statement Reporting [Mfg Part Num: FLY-6112033-BILL] Through 31-Dec-2032	--	3rd Party	--	--	0.06	--
B102187	Return Mail Handling with Skip Tracing - Return Mail Handled [Mfg Part Num: FLY-6112035-BILL] Through 31-Dec-2032	--	3rd Party	--	--	1.50	--
B102188	Postage - Patient Statement Postage [Mfg Part Num: FLY-6112036-BILL] Through 31-Dec-2032	--	3rd Party	--	--	1.00	--
B102195	Dynamic Envelope Messaging - Statement Envelope Message [Mfg Part Num: FLY-6112034-BILL] Through 31-Dec-2032	--	3rd Party	--	--	0.06	--
B102196	Text messaging - Text Messages [Mfg Part Num: FLY-6112037-BILL] Through 31-Dec-2032	--	3rd Party	--	--	0.04	--
B102197	**Flywire Patient Payments - Percentage of Net Receipts** [Mfg Part Num: FLY-611205-BILL] Through 31-Dec-2032	**78.0 mo**	**3rd Party**	**0**	**--**	**1.5%**	**0.00**

Part Number	Description	Services Term	Pass-Through Code	Quantity (per mo)	Unit Net Price	Overage / Usage Fees	Extended Monthly Fees
		(1225356541, CPQ-4253855)					
						Subtotal	600.00

Transaction Services - Monthly Usage Period

Part Number	Description	Services Term	Pass-Through Code	Quantity (per mo)	Unit Net Price	Overage / Usage Fees	Extended Monthly Fees
		(1225356631, CPQ-4308630)					
B101312	**Coverage Discovery - Coverage Discovery Transactions** [Mfg Part Num: 07642098-MIN] Through 30-Jun-2029	36.0 mo	3rd Party	500	1.9388	1.9388	969.40
B101313	**Patient Financial Clearance with Propensity to Pay - Credit Search** [Mfg Part Num: 07642114-MIN] Through 30-Jun-2029	36.0 mo	3rd Party	3,100	0.81	0.81	2,511.00
						Subtotal	3,480.40

Sublicensed Software and Sublicensed Software Support

Part Number	Description	Services Term	Pass-Through Code	Quantity	Unit Net Price	Extended Net Fees	Annual Fees
		(1225356541, CPQ-4253855)					
L121189	**HemaTrax LPS ISBT-128 TCP IP Print Server First Licens - Each Perpetual** [Mfg Part Num: HT-UNITY]	--	3rd Party	1	0.0	0.00	--
B99085	Digitrax 8X5 M-F Phone Support	12 mo	--	--	--	--	1,500.00
					Subtotal	0.00	1,500.00

Application Management Services

Part Number	Description	Services Term	Service Descriptions	Pass-Through Code	Quantity	Unit Net Price	Extended Monthly Fees
		(1225356541, CPQ-4253855)					
B106035	**Oracle Health AMS** Through 31-Dec-2032	78.0 mo	Attached	--	1	47,494.33	47,494.33
B102124	**Oracle Health Mobility Managed Services for Shared Devices - Device** Through 31-Dec-2032	78.0 mo	Attached	--	315	8.0001	2,520.00
						Subtotal	50,014.33

Managed Services

Part Number	Description	Services Term	Service Descriptions	Pass-Through Code	Quantity	Unit Net Price	Extended Monthly Fees
		(1225356541, CPQ-4253855)					
B102136	**Remote Hosting (Recurring Fees)** Through 31-Dec-2032	78.0 mo	Attached	--	1	94,566.4783	94,566.48
						Subtotal	94,566.48

Cloud Services

Part Number	Description	Data Center Region	Services Period	Quantity	Unit Net Price	Extended Net Fees
		(1225356541, CPQ-4253855)				
B112174	**Oracle Health Ambulatory AI Application Suite EHR Cloud Service - Multi-tenant - Provider** Through 31-Dec-2032	North America - US	78.0 mo	139	0.0	0.00
					Subtotal	0.00

Part Number	Description	Data Center Region	Services Period	Quantity	Unit Net Price	Extended Net Fees
		(1225356632, CPQ-4308639)				
B112226	**Oracle Health AI Agent Cloud Service, Enterprise Suite - 10,000 AI Units** Through 30-Jun-2027	North America - US	12.0 mo	15	2777.7777777	500,000.00
					Subtotal	500,000.00

Part Number	Description	Data Center Region	Services Period	Quantity	Unit Net Price	Extended Net Fees
		(1225356540, CPQ-4308628)				
B113059	**Oracle Health Patient Portal Cloud Service - Patient Visits** Through 31-Dec-2032	North America - US	78.0 mo	21,511	0.4796752	804,826.87
					Subtotal	804,826.87

Professional Services

Professional Services - Fixed Price (1225390101, CPQ-4215601)

Part Number	Description	Service Descriptions	Pass-Through Code	Net Fees
--	**Oracle Health Professional Services -- Fixed Price**	Attached	--	2,617,365.74
B104055	**Flywire Platform Implementation** [Mfg Part Num: FLY-611201]	Attached	3rd Party	0.00
B104327	**Payment Fusion Payment Terminal Implementation - Devices** [Mfg Part Num: RC-317203]	Attached	100063_001	525.00
B104326	**Payment Fusion Merchant ID Implementation - Submitter IDs** [Mfg Part Num: RC-317204]	Attached	100063_001	525.00
			Subtotal	2,618,415.74

Professional Services - Time and Materials (1225390101, CPQ-4215601)

Part Number	Description / Role	Service Descriptions	Hourly Rate	Estimated Fees
--	**Professional Services -- Time and Materials (estimated)**	Attached	--	1,143.38
B104444	Principal Consultant - per Hour	--	25.99	--
			Subtotal	1,143.38

Professional Services - Estimated Expenses (1225390101, CPQ-4215601)

Part Number	Description	Estimated Fees
B102173	Oracle Health Travel and Expenses for Commercial Estimate - Each	200,000.00
	Subtotal	200,000.00

Permitted Facilities

Name	Street Address	City
Imperial Valley Healthcare District	601 Heber Ave	Calexico, CA, 92231 US
El Centro Regional Medical Center	1415 Ross Avenue	El Centro, CA, 92243 US
Pioneers Memorial Healthcare District	207 W Legion Rd	Brawley, CA, 92227 US

Footnotes

A - This is an Interoperability Element subject to the 21st Century Cures Act. All available discounts have been applied.
B - A "partial period" was added to the beginning of this annual subscription to create alignment with your existing subscription end dates. The Billing Frequency for this "partial period" is the same as for the other Transaction Services in the table.
C - The quantity and price for the "partial period" are fixed regardless of any change in the period duration.
F - Subtotal includes annual fees for the initial annual period only. Annual Fees may differ due to varying fees for the same services across time periods. Refer to the corresponding table in the Ordered Items section of this document for fees per period.

A. Terms of Your Order

1. Applicable Agreement

a. This order incorporates by reference the terms of the Cerner Business Agreement- LA-0000077901 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. The Oracle entity entering into this order may be referred to as "Oracle", "we", "us", or "our". We may refer to Client or Customer as "You".

Oracle is the successor in interest to Cerner and has assumed all rights and obligations under the Agreement. All references to Cerner shall mean the Oracle entity entering into this order with 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.

3. Terms Applicable to Ordered Items

a. **Scope of Use.**

You will use the Ordered Items in this order in accordance with the Documentation and the Intended Purpose (if applicable) and subject to the quantity of the item specified in the Ordered Items table(s) above. This order incorporates by reference the scope of use metric, definition, and any rules applicable to the Ordered Item as described in the Oracle Health Definitions and Rules Booklet v091526 which may be viewed at https://www.oracle.com/contracts on the Oracle Health tab. "Intended Purpose" means the intended purpose or intended use of the Licensed Software, Recurring Service or Transaction Service, as applicable, as described in the Documentation.

If the quantity of an Ordered Item is exceeded, Oracle may require a new order to reflect the additional quantity of the Ordered Item.

Where applicable, scope of use will be measured periodically by Oracle'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), You will provide the relevant information (including records to verify the information) to Oracle at least once per year. You agree that if an event occurs that will affect Your scope of use (such as the acquisition of a new hospital or other new facility), You will notify Oracle in writing of such event no later than 30 days following the effective date of such event so that Your scope of use can be reviewed. Any additional fees due under this section will be payable within 30 days following Your 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 provisions of this section apply to all Ordered Item(s) other than those identified in the Cloud Services table above.

b. **Solution Descriptions.**

Solution Descriptions applicable to each Ordered Item identified as Licensed Software, Recurring Services or Transaction Services in the table(s) above are available on https://www.oracle.com/contracts on the Oracle Health tab. The Solution Description is identifiable by the Part Number in the table(s) above. These Solution Descriptions are incorporated into this order by reference.

c. **Third-Party Offerings.**

Certain products and services are provided by third-party suppliers (the "Third-Party Offerings"). Third-Party Offerings You have ordered, if any, are identified with information in the Pass-Through Code column in the Ordered Items table(s) above. For Third-Party Offerings with alphanumerical codes in the Pass-Through Code column, additional terms required by the third-party supplier that apply to such Third Party Offerings are available at https://www.oracle.com/contracts on the Oracle Health tab and are incorporated into this order by reference. For Third-Party Offerings with "3rd Party" in the Pass-Through Code column, no additional terms are required by the third-party supplier.

There are no indemnities, or express or implied warranties or conditions, offered or made by Oracle for Third-Party Offerings. Content Oracle makes accessible through Third-Party Offerings is provided on an "as-is" and "as available" basis without any warranty of any kind. Oracle disclaims all liabilities arising from or related to Third-Party Offerings.

The provisions of this section apply to all Ordered Item(s) other than those identified in the Cloud Services table above.

4. Recurring Services

a. 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 https://www.oracle.com/contracts on the Oracle Health tab and are incorporated into this order by reference.

b. The services term for all Ordered Items identified as Recurring Services in the table(s) above begins as set forth in the Billing Frequency table above.

5. Transaction Services

a. The terms in this section apply to the Ordered Items identified as Transaction Services in the table(s) above. If there is a conflict between these terms and conditions and those in the Agreement, these "Transaction Services Terms" will control with respect to the Transaction Services.

(i) **Transaction Services Term.** The services term for all Transaction Services begins as set forth in the Billing Frequency table above.

(ii) **Your Obligations.** You agree to execute all documents and comply with all applicable procedures, rules and regulations which Oracle, the applicable Payer, clearinghouses, insurance carriers, or other third parties, or applicable law, rule or regulations may reasonably require in relation to the Transactions Services including without limitation, Centers for Medicare & Medicaid Services (CMS) HIPAA Eligibility Transaction System (HETS) Rules of Behavior (if applicable to You), rules governing record retention, non-discrimination, error resolution, obtaining patient's consent and/or authorization for the transmission of patient data. You agree to provide all supporting documents requested by Oracle to comply with the foregoing. You agree to indemnify, and hold Oracle harmless from any and all claims, demands, damages, action, causes of action, liens, claims of liens, costs, losses and expenses including attorney's fees, of any nature arising out of or relating in any way to Your failure to comply with the requirements of this order.

You grant Oracle the right to submit electronic Transactions and/or sign hard copy (paper) Transactions on Your behalf to third-party payers or processors. Including but not limited to commercial insurers, Medicare, Medicaid, and government agencies and where appropriate, agencies or carriers covering work-related accident or illness benefits where Your signature is required for Transaction processing. You acknowledge that Oracle is not responsible for the content or adjudication of any Medicare, Medicaid, work related accident or illness claim or other insurance claims and You retain all liability on such claims and agree to indemnify and hold Oracle harmless on account of all such claims, including the reconciliation or adjustment of any claim.

You guarantee that all transactions submitted to the Transaction Services by You will be on behalf of physicians or suppliers that have executed appropriate written authorizations for such submission and a true copy of such authorization will be furnished to Oracle upon request.

(iii) **Eligibility Transactions.** Oracle is required to pass on and/or obtain the following convenances from You to the extent applicable: (a) access to eligibility information shall be restricted to the sole purpose of verification of eligibility where the recipient has requested medical services; (b) verification of eligibility under the system is not a guarantee of payment and the records as to the recipient's eligibility status shall be the final authority; (c) as to eligibility information, You agree to indemnify and hold harmless the applicable State, its agents and employees, from any and all claims to the extent required by Oracle's suppliers' contracts with State agencies, or any Medicaid recipient who is aggrieved by the actions of Oracle hereunder; and (d) You agree to abide by Federal and State law, rules and regulations regarding confidentiality of information.

6. Sublicensed Software and Sublicensed Software Support

a. Ordered Items in the Sublicensed Software and Sublicensed Software Support table(s) above are Third-Party Offerings and will be provided in accordance with the Third-Party Offerings section above. For Sublicensed Software identified with "3rd Party" in the Pass-Through Code column, Oracle grants You a non-exclusive, non-assignable, non-transferable, royalty-free, limited right to use the Sublicensed Software and receive any Sublicensed Software Support for Your business operations, subject to the terms of the Agreement, including the Scope of Use section of this order.

7. Application Management Services

a. The services term for all Ordered Items identified as Application Management Services in the table(s) above begins as set forth in the Billing Frequency table above.

b. Service descriptions applicable to each Ordered Item identified as Application Management Services in the table(s) above may be found as an attachment to this order (where identified as "Attached" in the Application Management Services table(s)). These service descriptions are incorporated into this order by reference.

8. Managed Services

a. The services term for all Ordered items identified as Managed Services in the table(s) above begins as set forth in the Billing Frequency table above.

b. Service Descriptions applicable to each Ordered Item identified as Managed Services in the table(s) above may be found as an attachment to this order (where identified as "Attached" in the Managed Services table(s)). These Service Descriptions are incorporated into this order by reference.

9. Cloud Services

a. This section applies to the Ordered Item(s) identified in the Cloud Services table above or as otherwise noted. These Cloud Services are also governed by the Cloud Addendum to Your Agreement. References to "Ordered Item(s)" in this section refer only to the Ordered Items identified in the Cloud Services table above or as otherwise noted.

b. For purposes of "Cloud Services", the "Term" set forth in the Cloud Services Ordered Item(s) table above has the same meaning as "Services Period" as defined in the Cloud Addendum. The Services Period for the Cloud Services begins as set forth in the Billing Frequency table above (also referred to as the "Cloud Services Start Date" in the Cloud Addendum to Your Agreement).

c. The Service Specifications, as defined in the Cloud Addendum to Your Agreement, applicable to the Cloud Services ordered may be accessed at https://www.oracle.com/contracts on the Oracle Health tab. You may register to receive notice of updates to the Oracle Cloud Hosting and Delivery Policies and the Cloud Services service descriptions (and certain other Service Specifications made available by Oracle) at https://www.oracle.com/contracts on the Oracle Health tab.

d. You will use the Ordered Items in this order in accordance with the Program Documentation (as defined in the Cloud Addendum to Your Agreement) and subject to the quantity of the item specified in the Ordered Items table(s) above. This order incorporates by reference the usage limits applicable to the Ordered Item as described in the Service Specifications for the applicable Cloud Services which may be viewed at https://www.oracle.com/contracts on the Oracle Health tab.

e. If the quantity of an Ordered Item is exceeded, Oracle may require a new order to reflect the additional quantity of the Ordered Item.

f. Where applicable, usage limits will be measured periodically by Oracle'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), You will provide the relevant information (including records to verify the information) to Oracle at least once per year. You agree that if an event occurs that will affect Your usage limits (such as the acquisition of a new hospital or other new facility), You will notify Oracle in writing of such event no later than 30 days following the effective date of such event so that Your

usage limits can be reviewed. Any additional fees due under this section will be payable within 30 days following Your 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).

10. Professional Services

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

The Oracle Health Professional Services Delivery Policies ("Health PSDP") available at https://www.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 https://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 Expenses.**

Fees identified in this order as "Professional Services -- Estimated Expenses" are estimates related to the performance of Professional Services on-site at one of Your Permitted Facilities, intended only to be for Your budgeting purposes, and may exceed the estimated totals; these estimates do not include taxes. Actual expenses shall be invoiced as incurred, in accordance with the Billing Frequency table. Once fees for expenses reach the estimate, Oracle will work with You to amend this order.

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.

e**. Estimated Fees.**

Fees for Professional Services identified in this order as "Professional Services -- Time and Materials" 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 and taxes. 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.

f. **Estimated Expenses.**

Professional Services will be performed on-site at one of Your Permitted Facilities. Travel and Expenses-Fixed fees identified in this order are based on travel requirements as of the date of this order. Should additional travel requirements arise, Oracle will work with You to amend this order for additional travel expenses.

11. Permitted Facilities

a. 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.

12. 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.

13. Effective Date

a. If accepting this order online, the effective date of this order is the date You submit the order. Otherwise, the effective date is the last signed date stated below.

14. Offer Validity

a. This offer is valid through 30-Nov-2026 and shall become binding upon execution by You and acceptance by Oracle.

B. Additional Order Terms

1. Linking Language

You acknowledge and agree that the terms and conditions of this document are contingent upon the simultaneous execution of the Assignment Letter, the Cloud Addendum to the Cerner Business Agreement, and Cerner Business Agreement Amendment One between the parties (the “Contingent Document(s)”). If the parties do not simultaneously execute the Contingent Document(s) with this document, then this document shall be deemed to have no legal effect, even if executed.

2. Oracle Health Real World Data

Oracle Health Real World Data is provided to You in accordance with the Agreement referenced above including the Oracle Health Real World Data Schedule.

a. **Oracle Tasks and Activities.** Oracle will deliver Oracle Health Real World Data, as specified in this order, loaded into a community, multi-tenant, shared environment designated by Oracle (the "Environment"). The Oracle Health Real World Data ordered will be loaded into the Environment and refreshed by Oracle on a periodic basis.

b. **Client Scope of Use.** Client is authorized to use the following up to the limits specified below:

• Users -- Total number of users with a unique login ID: 3 users

• Usage -- Total number of hours per week for all users: 40 hours per week

• Storage -- Total data storage (gigabytes): 13,000 GB

c. Prior to Your use of the Oracle Health Real World Data, You and Oracle will review estimated use and discuss the process Oracle will use to calculate total usage by all Users. You understand that Oracle will use this process to estimate when You have reached the maximum usage for any given week and will discontinue Your access to Services for the remainder of the week.

d. **Solution Descriptions.** The following applies if you purchase Real World Data -- Contributor:

Real World Data / Oracle Health Real-World Data ("OHRWD") is Oracle's national de-identified, aggregated clinical research database. Usage limits (also known as "Scope of Use") are as specified in your order. For Learning Health Network (LHN) members, Oracle will extract data from the contributing LHN member into OHRWD. The OHRWD dataset will be made available and updated in a community, multi-tenant research environment as defined by the Agreement and/or this order. For LHN members, the following pre-requisites apply:

• Must have an active LHN membership

• Must be a data contributor to the OHRWD

e**. Termination.** If either party chooses to exercise its right to terminate the Oracle Health Real World Data Schedule, as set out in the Oracle Health Real World Data Schedule, then each party's rights and obligations related to the Oracle Health Real-World Data - Contributor -- Client (Part Number B109497) Services, including Your right to use such Services, shall also terminate simultaneously with the effective date of termination of the Schedule, provided that any rights or obligations of a party that are intended to survive beyond termination shall survive.

3. Connection Hub for Providers

a. Cloud Services. These additional order terms apply to the Oracle Health Connection Hub for Providers in Your order (the "Hub Services").

b. Hub Services Term. The Hub Services begin on the date that You are issued access that enables You to activate Your Hub Services and continue for the term set forth in the applicable Ordered Items table above.

c. Hub Data Sharing. The Hub Services enable You to exchange clinical and financial data with third parties to facilitate support of Your patients' end-to-end relationship with You. You may authorize the exchange of data with (i) other connected providers; (ii) payors; (iii) clearing houses; (iv) government agencies; and/or (v) other parties as made available to You in the Hub Services. Each data exchange selected and authorized by Your Connection Hub Services Manager(s) (as defined in the Solution Description) is subject to the terms applicable to the specific data exchange in the Solution Description and as set forth in Your order for cloud services governing the specific data exchange, if any. The terms applicable to data exchanges are available at https://www.oracle.com/contracts on the Oracle Health tab in the Hub Services Solution Description. The Solution Description, including the terms applicable to each data exchange and any applicable third party terms, are subject to change.

d. Availability of Exchange. Availability of the Hub Services or a data exchange enabled through the Hub Services, including unavailability of the Hub Services or any data exchange, may change during the Term, and You will not be entitled to any refund, credit or other compensation due to any such changes in availability.

e. Information Management Tool. You acknowledge and agree that (a) the Hub Services are administrative information management tools which contemplate and require the involvement of professional personnel, including medical personnel; (b) the Hub Services and the information generated by the Hub Services (i) are not designed or intended to be a substitute for professional medical advice, diagnosis, treatment or judgment of a clinician or other professional medical personnel; and (ii) should never solely inform a clinical treatment decision, including a decision to delay treatment; and (c) the Hub 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.

f. Consents, Compliance and Regulations. You are responsible for providing any legally required notices or obtaining any legally required consents, authorizations or notices related to use of the Hub Services, including all appropriate and necessary consents and authorizations to enable the use and sharing of data as set forth under this order, including use and sharing by Permitted Facilities or other entities receiving access to the Hub Services or data. You understand that You are responsible for using the Hub Services in compliance with all applicable laws, rules, and regulations, including, but not limited to, laws governing the use and disclosure of protected health information. You shall perform whatever tests and reviews are necessary to verify and certify that the Hub Services (i) comply with all governmental, accrediting, and professional regulatory requirements which are applicable to use of the Hub Services in the applicable environment, including any necessary User training; and (ii) meet Your technical, business and regulatory requirements under applicable law.

In the event of a material change to laws or regulations applicable to the Hub Services that affects Oracle's ability to perform under this order, if necessary, the parties will negotiate in good faith to determine an appropriate course of action, which may include amending this order to fully comply with such law or regulation.

g. Data. The parties agree and acknowledge that with respect to data processed via the Hub Services, Oracle may transmit or route data through regions outside the United States subject to the requirement that all data transmitted will be encrypted. The parties further agree and acknowledge that with respect to data processed via the Hub Services, Oracle may de-identify PHI in accordance with the standards set forth in 45 C.F.R. § 164.514(b) and may use or disclose such data for Service Analyses purposes, provided however, that Oracle will not attempt to re-identify such data. The foregoing statements are intended to amend and supersede any conflicting terms in the Business Associate Agreement and the referenced master agreement executed by the parties, provided that such amendment only applies to the data processed via the Hub Services.

Oracle may (a) compile statistical and other information related to the performance, operation, and use of the Hub Services, and (b) use data from the Hub Services in aggregated form for security and operations management, to create statistical analyses, and for research and development purposes (above clauses (a) and (b) are collectively referred to as "Service Analyses"). Service Analyses will not contain Your PHI or personal information. Oracle retains all intellectual property rights in Service Analyses.

h. Artificial Intelligence (AI) Functionality. The Hub Services may involve the use of AI Functionality in the Hub Services. The Oracle Artificial Intelligence Terms ("AI Terms") apply to such AI Functionality and remain subject to update. A current version of the AI Terms is available at

https://www.oracle.com/contracts. AI Functionality is a complementary administrative resource for You, Your clinicians and other medical personnel. You agree that You will not rely on any Output as a sole source of truthful or accurate information, or as a substitute for any medical or professional advice. You agree that You will train and educate all persons who interact with the Hub Services to understand that the AI Functionality and the Output in the Hub Services cannot be solely relied upon by clinicians or other medical personnel in treating patients. Capitalized terms used, but not defined, in this section will have the meaning attributed to them in the AI Terms.

d. Patient Portal Cloud Services

a. Cloud Services. These additional order terms apply to the Oracle Health Patient Portal Cloud Services in Your order (the "Patient Portal Services").

b. Patient Portal Services Term. The Patient Portal Services begin on the date that You are issued access that enables You to activate Your Patient Portal Services and continue for the term set forth in the applicable Ordered Items table above.

c. Patient User Terms. You understand and agree that patient Users will be required to register to be able to access the Patient Portal Services and by registering, patient Users will be required to accept terms of use and security and privacy policies related to their access to the Patient Portal Services (collectively, the "Terms"), as may be modified from time to time. You are fully and solely responsible for creating and maintaining these Terms. All such Terms shall be between patient User and You; there are no third-party beneficiaries of this order. You warrant that all such Terms will accurately represent how the Patient Portal Services are provided by Oracle to You. In addition, and at a minimum, the Terms shall: (i) require that patient Users may only use the Patient Portal Services exclusively as an administrative informational tool in accordance with the "Information Management Tool" section of these additional order terms; (ii) inform patient Users that the Patient Portal Services use AI and the AI output cannot be relied upon as a sole source of truthful or accurate information, or as a substitute for any medical or professional advice; (iii) require that patient Users may not reproduce or distribute the Patient Portal Services, or portions thereof, for any commercial or other purpose; (iv) require that a patient User's account may be terminated or suspended due to a patient User's actual or suspected unauthorized, unlawful or otherwise objectionable use of the Patient Portal Services; (v) disclaim all warranties on Oracle's behalf; (vi) disclaim all liability, of any kind or nature, of Oracle; and (vii) provide for any other matters that Oracle may reasonably require from time to time.

d. Information Management Tool. You acknowledge and agree that (a) the Patient Portal Services are administrative information management tools which contemplate and require the involvement of professional personnel, including medical personnel; (b) the Patient Portal Services and the information generated by the Patient Portal Services (i) are not designed or intended to be a substitute for professional medical advice, diagnosis, treatment or judgment of a clinician or other professional medical personnel; and (ii) should never solely inform a clinical treatment decision, including a decision to delay treatment; and (c) the Patient Portal 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.

e. Consents, Compliance and Regulations. You are responsible for providing any legally required notices or obtaining any legally required consents, authorizations or notices related to use of the Patient Portal Services, including all appropriate and necessary consents and authorizations to enable the use and sharing of data as set forth under this order, including use and sharing by Permitted Facilities or other entities receiving access to the Patient Portal Services or data. You understand that You are responsible for using the Patient Portal Services in compliance with all applicable laws, rules, and regulations, including, but not limited to, laws governing the use and disclosure of protected health information. You shall perform whatever tests and reviews are necessary to verify and certify that the Patient Portal Services (i) comply with all governmental, accrediting, and professional regulatory requirements which are applicable to use of the Patient Portal Services in the applicable environment, including any necessary User training; and (ii) meet Your technical, business and regulatory requirements under applicable law.

In the event of a material change to laws or regulations applicable to the Patient Portal Services that affects Oracle's ability to perform under this order, if necessary, the parties will negotiate in good faith to determine an appropriate course of action, which may include amending this order to fully comply with such law or regulation.

Data. The parties agree and acknowledge that with respect to data processed via the Patient Portal Services, Oracle may transmit or route data through regions outside the United States subject to the requirement that all data transmitted will be encrypted. The parties further agree and acknowledge that with respect to data processed via the Patient Portal Services, Oracle may de-identify PHI in accordance with the standards set forth in 45 C.F.R. § 164.514(b) and may use or disclose such data for Service Analyses purposes, provided however, that Oracle will not attempt to re-identify such data. The foregoing statements are intended to amend and supersede any conflicting terms in the Business Associate Agreement and the referenced master agreement executed by the parties, provided that such amendment only applies to the data processed via the Patient Portal Services.

f. Oracle may (a) compile statistical and other information related to the performance, operation, and use of the Patient Portal Services, and (b) use data from the Patient Portal Services in aggregated form for security and operations management, to create statistical analyses, and for research and development purposes (above clauses (a) and (b) are collectively referred to as "Service Analyses"). Service Analyses will not contain Your PHI or personal information. Oracle retains all intellectual property rights in Service Analyses.

g. Artificial Intelligence (AI) Functionality. The Patient Portal Services may involve the use of AI tools in the Patient Portal Services. The Patient Portal Services may involve the use of AI Functionality incorporated within the CAA Services. The Oracle Artificial Intelligence Terms ("AI Terms") apply to such AI Functionality and remain subject to update. A current version of the AI Terms is available at https://www.oracle.com/contracts. AI Functionality is a complementary administrative resource for You, Your clinicians and other medical personnel. You agree that You will not rely on any Output as a sole source of truthful or accurate information, or as a substitute for any medical or professional advice. You agree that You will train and educate all persons who interact with the Patient Portal Services to understand that the AI Functionality and the Output in the Patient Portal Services cannot be solely relied upon by clinicians or other medical personnel in treating patients. Capitalized terms used, but not defined, in this section will have the meaning attributed to them in the AI Terms.

5. Oracle Health AI Data Platform; Oracle Health Care Coordination Intelligence; and Oracle Health Quality Management Cloud Services

a. Cloud Services. These additional order terms apply to the Cloud Services included in Your order: (i) Oracle Health AI Data Platform, (ii) Oracle Health Quality Management, and/or (iii) Oracle Health Care Coordination Intelligence Cloud Services (the "HDI Services").

b. HDI Services Term. The HDI Services begin on the date that You are issued access that enables You to activate Your HDI Services and continue for the term set forth in the applicable Ordered Items table above.

c. Information Management Tool. You acknowledge and agree that (a) the HDI Services are administrative information management tools which contemplate and require the involvement of professional personnel, including medical personnel; (b) the HDI Services and the information generated by the HDI Services (i) are not designed or intended to be a substitute for professional medical advice, diagnosis, treatment or judgment of a clinician or other professional medical personnel; and (ii) should never solely inform a clinical treatment decision, including a decision to delay treatment; and (c) the HDI 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.

You acknowledge and agree that: (i) You are solely responsible for Your Users appropriate and responsible use of the information generated by the HDI Services; (ii) You will use the HDI Services in accordance with its intended purpose or intended use as described in the applicable About page in the Program Documentation; (iii) You are solely responsible for Your Users reviewing, verifying and validating the accuracy of the information generated by the HDI Services and for reviewing, verifying and validating such information before any action is taken; and (iv) the HDI Services do not constitute a medical record. You acknowledge that the health information exchanged during use of the HDI Services may not include the individual's full and complete medical record or history.

d. Consents, Compliance and Regulations. You are responsible for providing any legally required notices or obtaining any legally required consents, authorizations or notices related to use of the HDI Services, including all appropriate and necessary consents and authorizations to enable the use and sharing of data as set forth under this order, including use and sharing by Permitted Facilities or other entities receiving access to the HDI Services or data. You understand that You are responsible for using the HDI Services in compliance with all applicable laws, rules, and regulations, including, but not limited to, the anti-kickback statute under Section 1128B of the Social Security Act and the physician self-referral law under Section 1877 of the Social Security Act, along with any laws governing the use and disclosure of protected health information. You shall perform whatever tests and reviews are necessary to verify and certify that the HDI Services (i) comply with all governmental, accrediting, and professional regulatory requirements which are applicable to use of the HDI Services in the applicable environment, including any necessary User training; and (ii) meet Your technical, business and regulatory requirements under applicable law.

In the event of a material change to laws or regulations applicable to the HDI Services that affects Oracle's ability to perform under this order, if necessary, the parties will negotiate in good faith to determine an appropriate course of action, which may include amending this order to fully comply with such law or regulation.

e. Data. The parties agree and acknowledge that with respect to data processed via the HDI Services, Oracle may transmit or route data through regions outside the United States, subject to the requirement that all data transmitted will be encrypted. The parties further agree and acknowledge that with respect to data processed via the HDI Services, Oracle may de-identify PHI in accordance with the standards set forth in 45 C.F.R. § 164.514(b) and may use or disclose such data for Service Analyses purposes, provided however, that Oracle will not attempt to re-identify such data. The foregoing statements are intended to amend and supersede any conflicting terms in the Business Associate Agreement and the referenced master agreement executed by the parties, provided that such amendment only applies to the data processed via the HDI Services.

Oracle may (a) compile statistical and other information related to the performance, operation, and use of the HDI Services, and (b) use data from the HDI Services in aggregated form for security and operations management, to create statistical analyses, and for research and development purposes (above clauses (a) and (b) are collectively referred to as "Service Analyses"). Service Analyses will not contain Your PHI or personal information. Oracle retains all intellectual property rights in Service Analyses.

f. Artificial Intelligence (AI) Functionality. The HDI Services may involve the use of AI Functionality in the HDI Services. The Oracle Artificial Intelligence Terms ("AI Terms") apply to such AI Functionality and remain subject to update. A current version of the AI Terms is available at https://www.oracle.com/contracts. AI Functionality is a complementary administrative resource for You, Your clinicians and other medical personnel. You agree that You will not rely on any Output as a sole source of truthful or accurate information, or as a substitute for any medical or professional advice. You agree that You will train and educate all persons who interact with the HDI Services to understand that the AI Functionality and the Output in the HDI Services cannot be solely relied upon by clinicians or other medical personnel in treating patients. Capitalized terms used, but not defined, in this section will have the meaning attributed to them in the AI Terms.

g. Security and Privacy. You must have security and privacy policies and procedures in place that govern Your Users' ability to access information on or through the HDI Services and to prevent unauthorized access, use, and disclosure of personally identifiable information including, but not limited to, protected health information.

5. Terminations

The parties agree that Your right to access and use the Recurring Services specified in the Recurring Services table above are granted in consideration of the termination of the Terminated Licenses (as defined below) and related support services as of the Recurring Services Start Date. The "Terminated Licenses" are the licenses listed below that You previously acquired under Cerner Sales Order OPT-0344332, dated June 29, 2021, with El Centro Regional Medical Center (“ELCE_CA”) and Cerner Sales Order OPT-0301784, dated November 17, 2022, with Pioneers Memorial HealthCare District (“PION_CA”) and that address functions associated with the Recurring Services acquired under this order. You agree that, as of the Recurring Services Start Date, You shall immediately discontinue use of and not allow any other individual or entity to use, the Terminated Licenses and related support services. In addition, You acknowledge that You will not be permitted to reinstate any Terminated Licenses, and related support services. You and Oracle agree that, as of the Recurring Services Start Date, neither You nor Oracle, nor any predecessor in interest to either You or Oracle, has any rights, duties or liability under the separate contract(s) with respect to the Terminated Licenses, and related support services.

Mnemonic	Legacy Contract Number	Legacy Opty ID	Part #	Part Description
PION_CA	CTT0092512-14	OPT-0301784	B102136	Remote Hosting (Recurring Fees)
PION_CA	CTT0092512-13	OPT-0301784	B102139	RHO Recurring Fee-Non-Cerner Solutions
PION_CA	N/A	N/A	B101398	Dragon Medical One, Term, User License - Users
PION_CA	N/A	N/A	B101404	PowerMic Mobile User License - Users
PION_CA	N/A	N/A	B101421	Business Intelligence - Users
PION_CA	N/A	N/A	B101422	Budgeting and Forecasting Administrator - Users
PION_CA	CTT0092512-202	OPT-0301784	B101062	eCare NEXT Document Imaging, CommunityWorks - Interface
PION_CA	CTT0092512-183	OPT-0301784	B100104	Oracle Health Syndromic Surveillance and eLab Results - Client
PION_CA	CTT0092512-176	OPT-0301784	B100377	FetaLink+ - Births
PION_CA	CTT0092512-177	OPT-0301784	B100108	Oracle Health FHIR APIs - CommunityWorks - Client
PION_CA	CTT0092512-174	OPT-0301784	B100352	Oracle Health Direct HISP - CommunityWorks - Facilities
PION_CA	CTT0092512-12	OPT-0301784	B100041	Oracle Health Bedside Medical Device Integration - Beds
PION_CA	CTT0092512-182	OPT-0301784	B100017	Oracle Health Scheduled Video Visits - Providers
PION_CA	CTT0092512-265	OPT-0301784	B101430	Technology Infrastructure s1 - Client
PION_CA	CTT0092512-270	OPT-0301784	L118220	Oracle Health Instant Access - User Perpetual
PION_CA	CTT0092512-167	OPT-0301784	B100023	Consumer Support for Oracle Health Patient Portal - US Only - Call
PION_CA	CTT0092512-252	OPT-0301784	B100131	Oracle Health Document Management - Concurrent User
PION_CA	CTT0092512-262	OPT-0301784	B101420	Core Accounting - Users
PION_CA	CTT0092512-154	OPT-0301784	B100006	Oracle Health Reference Lab Network for CommunityWorks - Connection
PION_CA	CTT0092512-20	OPT-0301784	B103446	Oracle Health Interfaces Connection - Cloud Subscription - Interface Connection
PION_CA	CTT0092512-205	OPT-0301784	B100481	PowerNote Content for Acute Care – CommunityWorks (Up to Quantity) - Beds
PION_CA	CTT0092512-157	OPT-0301784	B100173	Oracle Health Electronic Prescription Interoperability - CommunityWorks - Providers
PION_CA	CTT0092512-179	OPT-0301784	B105989	CareSelect Imaging - Integ with CommWx (51-100 beds) - Each
PION_CA	CTT0092512-227	OPT-0301784	B100986	Experian Integrated Eligibility (Up To Quantity) - Annual Encounters
PION_CA	CTT0092512-271	OPT-0301784	L118233	Oracle Health Transfusion Administration for Millennium - Bed Perpetual
PION_CA	CTT0092512-285	OPT-0301784	L118415	Surgical and Endoscopic Imaging (CommunityWorks) - Endoscopy Procedure Carts Perpetual
PION_CA	CTT0092512-284	OPT-0301784	L118243	Oracle Health Radiology Information System - Modality Worklist - Bed Perpetual
PION_CA	CTT0092512-291	OPT-0301784	L118267	Oracle Health CommunityWorks General Laboratory - $M in Operating Expense Perpetual
PION_CA	CTT0092512-317	OPT-0301784	B101421	Business Intelligence - Users
PION_CA	CTT0092512-155	OPT-0301784	B101546	Enhanced Medical Necessity Content for Ambulatory Care - Providers
PION_CA	CTT0092512-292	OPT-0301784	L118270	Oracle Health CommunityWorks Inventory Management Suite - $M in Operating Expense Perpetual
PION_CA	CTT0092512-199	OPT-0301784	B101067	eCare NEXT Add Cerner HL7 Interface, CommunityWorks - Interface
PION_CA	CTT0092512-7	OPT-0301784	B106035	Oracle Health AMS
PION_CA	CTT0092512-5	OPT-0301784	B100013	Oracle Health Workflow Authentication Soft Token - Users
PION_CA	CTT0092512-156	OPT-0301784	B101548	Enhanced Medical Necessity Content for Acute Care - Beds
PION_CA	CTT0092512-266	OPT-0301784	B101431	Interfaces - Connection
PION_CA	CTT0092512-236	OPT-0301784	B100455	Emergency Department Coding Subscription for CommunityWorks (Up to Quantity) - ED Visits
PION_CA	CTT0092512-190	OPT-0301784	B100505	Oracle Health Hospital Quality Reporting - CommunityWorks (Up to Quantity) - Beds
PION_CA	CTT0092512-297	OPT-0301784	L118352	Oracle Health Blood Bank for CommunityWorks - $M in Operating Expense Perpetual
PION_CA	CTT0092512-195	OPT-0301784	B100851	CPT for Patient Billing - Beds
PION_CA	CTT0092512-217	OPT-0301784	B100526	CAP SNOMED International (III) for Pathology - Facilities

PION_CA	CTT0092512-224	OPT-0301784	B100429	GI Management - Endoscopy Procedure Carts
PION_CA	CTT0092512-4	OPT-0301784	B100000	Oracle Health Workflow Authentication Cloud Subscription - Users
PION_CA	CTT0092512-166	OPT-0301784	B100065	Oracle Health Care Notifications - CommunityWorks - Facilities
PION_CA	CTT0092512-175	OPT-0301784	B100353	Oracle Health Direct HISP - Ambulatory - Facilities
PION_CA	CTT0092512-159	OPT-0301784	B100175	Oracle Health Electronic Prior Authorization - Providers
PION_CA	CTT0092512-296	OPT-0301784	L118266	Oracle Health CommunityWorks Revenue Cycle Suite Acute - $M in Operating Expense Perpetual
PION_CA	CTT0092512-228	OPT-0301784	B101267	ExitCare - ED (CommunityWorks) - ED Visits
PION_CA	CTT0092512-277	OPT-0301784	L118342	Oracle Health Oncology - Oncology Provider Perpetual
PION_CA	CTT0092512-214	OPT-0301784	B100499	Oracle Health Antimicrobial Usage and Resistance Reporting - Admissions
PION_CA	CTT0092512-158	OPT-0301784	B100174	External Rx History - Acute - Beds
PION_CA	CTT0092512-160	OPT-0301784	B100180	Oracle Health EHR Physician Mobility - User
PION_CA	CTT0092512-198	OPT-0301784	B101270	ExitCare - Inpatient (CommunityWorks) - Admissions
PION_CA	CTT0092512-220	OPT-0301784	B101297	AORN Syntegrity Content Subscription (CommunityWorks) - Facilities
PION_CA	CTT0092512-254	OPT-0301784	B100110	Work Queue Management - Providers
PION_CA	CTT0092512-279	OPT-0301784	L118245	Oracle Health Pharmacy Clinical Surveillance - Admissions Perpetual
PION_CA	CTT0092512-269	OPT-0301784	B100055	Oracle Health Multimedia Management and Archival - Annual Gigabytes
PION_CA	CTT0092512-243	OPT-0301784	B100117	Oracle Health Appointment Reminders (Up to Quantity) - Admissions and Outpatient Visits
PION_CA	CTT0092512-194	OPT-0301784	B100850	CPT for Integrated Ambulatory EMR - Beds
PION_CA	CTT0092512-240	OPT-0301784	B100422	PowerNote Content for Ambulatory - CommunityWorks - Providers
PION_CA	CTT0092512-283	OPT-0301784	L118396	Oracle Health Radiology Information System - Mammography Management for CommunityWorks - $M in Operating Expense Perpetual
PION_CA	CTT0092512-201	OPT-0301784	B101283	Intelligent Medical Objects (IMO) (Up To Quantity) - Acute Care - CommunityWorks - Beds
PION_CA	CTT0092512-275	OPT-0301784	L118428	Oracle Health Maternity - Ambulatory - Provider Perpetual
PION_CA	CTT0092512-178	OPT-0301784	B100124	Oracle Health FHIR APIs with Bulk Data Access - CommunityWorks - Client
PION_CA	CTT0092512-273	OPT-0301784	L118247	Oracle Health Outbound Interface - Domain Perpetual
PION_CA	CTT0092512-247	OPT-0301784	B100881	Intelligent Medical Objects (IMO) - Ambulatory - United States - Providers
PION_CA	CTT0092512-1	OPT-0301784	B100072	Oracle Health Privacy Analytics - Gigabyte Per Day
PION_CA	CTT0092512-10	OPT-0301784	B100042	Oracle Health Laboratory Medical Device Integration - Device
PION_CA	CTT0092512-290	OPT-0301784	L119166	Oracle Health CommunityWorks Full Clinical Suite - $M in Operating Expense Perpetual
PION_CA	CTT0092512-293	OPT-0301784	L118268	Oracle Health CommunityWorks Radiology Suite - $M in Operating Expense Perpetual
PION_CA	CTT0092512-318	OPT-0301784	B101642	Payroll360 - Connection
PION_CA	CTT0092512-250	OPT-0301784	B100081	Oracle Health Patient Electronic Signature - Forms
PION_CA	CTT0092512-295	OPT-0301784	L118269	Oracle Health CommunityWorks Emergency Department Suite - $M in Operating Expense Perpetual
PION_CA	CTT0092512-191	OPT-0301784	B100423	Oracle Health Multum Drug Database Patient Specific (Ambulatory) - CommunityWorks - Providers
PION_CA	CTT0092512-211	OPT-0301784	B100498	Oracle Health Infection Control Regulatory Reporting Content for CommunityWorks and Critical Access (Up to Quantity) - Beds
PION_CA	CTT0092512-233	OPT-0301784	B100452	Emergency Department Physician Documentation Content for CommunityWorks (Up to Quantity) - ED Visits
PION_CA	CTT0092512-294	OPT-0301784	L118265	Oracle Health CommunityWorks Surgical Suite - $M in Operating Expense Perpetual
PION_CA	CTT0092512-185	OPT-0301784	B101652	i2iTracks (Up To Quantity) - Covered Lives
PION_CA	CTT0092512-287	OPT-0301784	L119092	Practice Management Registration and Scheduling - Provider Perpetual
PION_CA	CTT0092512-281	OPT-0301784	L118349	Oracle Health Anatomic Pathology for CommunityWorks - $M in Operating Expense Perpetual

PION_CA	CTT0092512-164	OPT-0301784	B100359	Oracle Health Immunization Reporting + Query Bundle - CommunityWorks (Up to Quantity) - Beds
PION_CA	CTT0092512-286	OPT-0301784	L118389	PowerChart Ambulatory - CommunityWorks - Provider Perpetual
PION_CA	CTT0092512-263	OPT-0301784	B101422	Budgeting and Forecasting Administrator - Users
PION_CA	CTT0092512-193	OPT-0301784	B100529	Eligible Provider Quality Reporting - CommunityWorks - Physicians
PION_CA	CTT0092512-282	OPT-0301784	L111930	Laboratory Imaging for CommunityWorks - Devices Perpetual
PION_CA	CTT0092512-261	OPT-0301784	B100135	Oracle Health Electronic Case Reporting CommunityWorks and Ambulatory ASP - Providers
PION_CA	CTT0092512-196	OPT-0301784	B100849	CPT for Clinical EMR - Beds
PION_CA	CTT0092512-189	OPT-0301784	B100464	Oracle Health Multum Drug Database Patient Specific - CommunityWorks (Up To Quantity) - Beds
PION_CA	CTT0092512-276	OPT-0301784	L118433	FetaLink (Births) - Births Perpetual
PION_CA	CTT0092512-298	OPT-0301784	L118293	ECG Management - License - ECG Procedures Perpetual
PION_CA	CTT0092512-245	OPT-0301784	B101272	ExitCare - Physician_Ambulatory - Physicians
PION_CA	CTT0092512-278	OPT-0301784	L119091	Oracle Health Infection Control for CommunityWorks and Critical Access (Up to Quantity) - Bed Perpetual
PION_CA	CTT0092512-208	OPT-0301784	B100418	Oracle Health Outpatient Physical Rehabilitation - Rehab Outpatient Visits
PION_CA	CTT0092512-288	OPT-0301784	L119093	Practice Management Patient Accounts - Provider Perpetual
PION_CA	CTT0092512-192	OPT-0301784	B105024	Controlled Medical Terminology (Ambulatory) - Providers
PION_CA	CTT0092512-256	OPT-0301784	B100055	Oracle Health Multimedia Management and Archival - Annual Gigabytes
PION_CA	CTT0092512-272	OPT-0301784	L118238	Oracle Health Milk Management Training Database - Production Environment Perpetual
PION_CA	CTT0092512-184	OPT-0301784	B101650	i2iLinks - Interface
PION_CA	CTT0092512-264	OPT-0301784	B101427	Reporting and Approvers (Web) - Users
PION_CA	CTT0092512-280	OPT-0301784	L118346	Oracle Health Microbiology for CommunityWorks - $M in Operating Expense Perpetual
PION_CA	CTT0092512-274	OPT-0301784	L118431	Oracle Health Maternity for Acute - Births Perpetual
PION_CA	CTT0092512-188	OPT-0301784	B100479	Controlled Medical Terminology (CommunityWorks) - Facilities
PION_CA	CTT0092512-163	OPT-0301784	B106236	Oracle Health Camera Capture - Devices
PION_CA	CTT0092512-152	OPT-0301784	B100053	Oracle Health PDMP Support - CommunityWorks - States
PION_CA	CTT0092512-289	OPT-0301784	L118398	Oracle Health Acute Case Management - Full Time Equivalents Perpetual
PION_CA	N/A	N/A	B100041	Oracle Health Bedside Medical Device Integration - Beds
PION_CA	N/A	N/A	B100036	Oracle Health Mobile Vitals Collection (Beds) - Beds
PION_CA	N/A	N/A	B100058	Oracle Health EHR Nursing Mobility - Device
PION_CA	N/A	N/A	B100042	Oracle Health Laboratory Medical Device Integration - Device
PION_CA	N/A	N/A	B101706	Payment Fusion Software License Fee - Device
PION_CA	N/A	N/A	B101707	Payment Fusion Gateway License Fee - Submitter IDs
PION_CA	N/A	A7BXTF	B109353	Oracle Health Clinical Digital Assistant Cloud Service - Note Generated
PION_CA	N/A	OPT-0301784	N/A	#N/A
PION_CA	N/A	A6LLG5	N/A	#N/A
PION_CA	N/A	N/A	B97320	Oracle Health Advanced Exchange Support
PION_CA	N/A	N/A	B107945	Oracle Health Advanced Exchange Support - 3 year initial term, 12 month renewal term
PION_CA	N/A	N/A	B107957	Zebra Technologies Device Software Support 9x5 M-F Depot - 3 years
PION_CA	CTT0092512-197	OPT-0301784	B105110	HealtheLife: Questionnaires for the Enterprise - Admissions and Outpatient Visits
PION_CA	CTT0092512-165	OPT-0301784	B100332	Oracle Health Patient Portal for CommunityWorks (Up to Quantity) - Admissions and Outpatient Visits
ELCE_CA	CTT0081718-10	OPT-0298250	B100986	Experian Integrated Eligibility (Up To Quantity) - Annual Encounters
ELCE_CA	CTT0067854-8	1-4E4II21	B100000	Oracle Health Workflow Authentication Cloud Subscription - Users

ELCE_CA	CTT0067854-232	1-4E4II21	L122131	CareAware MultiMedia - Digital Objects - Gigabyte Perpetual
ELCE_CA	CTT0067854-223	1-4E4II21	L118396	Oracle Health Radiology Information System - Mammography Management for CommunityWorks - $M in Operating Expense Perpetual
ELCE_CA	CTT0089459-7	OPT-0344332	B101702	PMMobile, Hosted Service, ED Adm Encs,Unlimited User - ED Visits
ELCE_CA	CTT0081718-19	OPT-0298250	B101067	eCare NEXT Add Cerner HL7 Interface, CommunityWorks - Interface
ELCE_CA	CTT0084973-1	OPT-0302837	B105990	CareSelect Imaging - Integ with CommWx (101-200 beds) - Each
ELCE_CA	CTT0067854-216	1-4E4II21	L123155	Oracle Health Critical Access Clinical Suite (Up to Quantity) - Beds Perpetual
ELCE_CA	CTT0067854-230	1-4E4II21	L119092	Practice Management Registration and Scheduling - Provider Perpetual
ELCE_CA	CTT0081718-4	OPT-0298250	B101063	Patient Estimates Document Imaging, CommunityWorks - Interface
ELCE_CA	CTT0067854-177	1-4E4II21	B106035	Oracle Health AMS
ELCE_CA	CTT0084068-3	OPT-0340727	B100058	Oracle Health EHR Nursing Mobility - Device
ELCE_CA	CTT0067854-5	1-4E4II21	B100072	Oracle Health Privacy Analytics - Gigabyte Per Day
ELCE_CA	CTT0089459-4	OPT-0344332	B101715	DMOne, Hosted Service, Term, Emergency Visits, Licen - Encounters
ELCE_CA	CTT0067854-220	1-4E4II21	L123121	Oracle Health Critical Access Emergency Department Suite (Up to Quantity) - Beds Perpetual
ELCE_CA	CTT0067854-118	1-4E4II21	B100359	Oracle Health Immunization Reporting + Query Bundle - CommunityWorks (Up to Quantity) - Beds
ELCE_CA	CTT0067854-135	1-4E4II21	B100505	Oracle Health Hospital Quality Reporting - CommunityWorks (Up to Quantity) - Beds
ELCE_CA	CTT0067854-228	1-4E4II21	L118415	Surgical and Endoscopic Imaging (CommunityWorks) - Endoscopy Procedure Carts Perpetual
ELCE_CA	CTT0080380-4	OPT-0304188	B101707	Payment Fusion Gateway License Fee - Submitter IDs
ELCE_CA	CTT0067854-229	1-4E4II21	L123140	Point of Use - Beds Perpetual
ELCE_CA	CTT0067854-187	1-4E4II21	B102136	Remote Hosting (Recurring Fees)
ELCE_CA	CTT0083224-1	OPT-0335718	B100006	Oracle Health Reference Lab Network for CommunityWorks - Connection
ELCE_CA	CTT0067854-110	1-4E4II21	B100053	Oracle Health PDMP Support - CommunityWorks - States
ELCE_CA	CTT0067854-226	1-4E4II21	L118349	Oracle Health Anatomic Pathology for CommunityWorks - $M in Operating Expense Perpetual
ELCE_CA	CTT0089459-1	OPT-0344332	B102139	RHO Recurring Fee-Non Cerner Solutions
ELCE_CA	CTT0067854-217	1-4E4II21	L123165	Oracle Health Critical Access General Laboratory (Up to Quantity) - Beds Perpetual
ELCE_CA	CTT0080337-6	OPT-0299150	B101380	LK-Archive Acute - Specific Modules (Up To Quantity) - Beds
ELCE_CA	CTT0067854-209	1-4E4II21	L123156	Oracle Health Infection Control for CommunityWorks and Critical Access (Up to Quantity) - Beds Perpetual
ELCE_CA	CTT0083848-2	OPT-0343882	L121189	HemaTrax LPS ISBT-128 TCP IP Print Server First Licens - Each Perpetual
ELCE_CA	CTT0080337-2	OPT-0299150	B101364	LK-Archive Acute - EHR_HIS (Up To Quantity) - Beds
ELCE_CA	CTT0067854-219	1-4E4II21	L123117	Oracle Health Critical Access Surgical Suite (Up to Quantity) - Beds Perpetual
ELCE_CA	CTT0067854-138	1-4E4II21	B100529	Eligible Provider Quality Reporting - CommunityWorks - Physicians
ELCE_CA	CTT0067854-207	1-4E4II21	L118428	Oracle Health Maternity - Ambulatory - Provider Perpetual
ELCE_CA	CTT0067854-218	1-4E4II21	L123120	Oracle Health Critical Access Radiology Suite (Up to Quantity) - Beds Perpetual
ELCE_CA	CTT0089459-8	OPT-0344332	B101705	PMMobile, Hosted Service, OP Adm Encs,Unlimited User - Outpatient Visits
ELCE_CA	CTT0067854-136	1-4E4II21	B100423	Oracle Health Multum Drug Database Patient Specific (Ambulatory) - CommunityWorks - Providers
ELCE_CA	CTT0067854-137	1-4E4II21	B105024	Controlled Medical Terminology (Ambulatory) - Providers
ELCE_CA	CTT0084068-6	OPT-0340727	B102124	Oracle Health Mobility Managed Services for Shared Devices - Device
ELCE_CA	CTT0089459-5	OPT-0344332	B101719	DMOne, Hosted Service, Term, Outpatient Visits, Lice - Encounters
ELCE_CA	CTT0067854-203	1-4E4II21	L118317	Abstracted Coded Data Outgoing - Full Time Equivalents Perpetual
ELCE_CA	CTT0067854-204	1-4E4II21	L118312	Results Outgoing (Discrete Data Elements - Full Time Equivalents Perpetual

ELCE_CA	CTT0067854-129	1-4E4II21	B100108	Oracle Health FHIR APIs - CommunityWorks - Client
ELCE_CA	CTT0067854-205	1-4E4II21	L118313	Results Outgoing (Displayable Text) - Full Time Equivalents Perpetual
ELCE_CA	CTT0081718-15	OPT-0298250	B100827	Payer Alerts (10 Authorized Users) (Up To Quantity) - Annual Encounters
ELCE_CA	CTT0080423-1	OPT-0305277	B100110	Work Queue Management - Providers
ELCE_CA	CTT0067854-210	1-4E4II21	L118345	Oracle Health Microbiology - Microbiology Procedure Perpetual
ELCE_CA	CTT0067854-141	1-4E4II21	B100017	Oracle Health Scheduled Video Visits - Providers
ELCE_CA	CTT0080337-7	OPT-0299150	B101361	LK-Archive - Data Hosting (Up To Quantity) - Terabyte
ELCE_CA	CTT0080337-4	OPT-0299150	B101376	LK-Archive Acute - Financial Read-Only (Up To Quantity) - Beds
ELCE_CA	CTT0046920-3	1-6ZNWAPY	B97505	Legacy HW Support Cranel Inc - 9x5 M-F Next Business Day
ELCE_CA	CTT0083233-3	OPT-0336535	L123107	Oracle Health 724Access Downtime Viewer for CommunityWorks - Beds Perpetual
ELCE_CA	CTT0067854-139	1-4E4II21	B100850	CPT for Integrated Ambulatory EMR - Beds
ELCE_CA	CTT0067854-115	1-4E4II21	B100180	Oracle Health EHR Physician Mobility - User
ELCE_CA	CTT0067854-184	1-4E4II21	B100042	Oracle Health Laboratory Medical Device Integration - Device
ELCE_CA	CTT0067854-215	1-4E4II21	L118398	Oracle Health Acute Case Management - Full Time Equivalents Perpetual
ELCE_CA	CTT0081718-2	OPT-0298250	B101062	eCare NEXT Document Imaging, CommunityWorks - Interface
ELCE_CA	CTT0080380-3	OPT-0304188	B101706	Payment Fusion Software License Fee - Device
ELCE_CA	CTT0067854-114	1-4E4II21	B100174	External Rx History - Acute - Beds
ELCE_CA	CTT0067854-125	1-4E4II21	B100352	Oracle Health Direct HISP - CommunityWorks - Facilities
ELCE_CA	CTT0080380-11	OPT-0304188	B100117	Oracle Health Appointment Reminders (Up to Quantity) - Admissions and Outpatient Visits
ELCE_CA	CTT0080380-17	OPT-0304188	B103446	Oracle Health Interfaces Connection - Cloud Subscription - Interface Connection
ELCE_CA	CTT0067854-208	1-4E4II21	L118433	FetaLink (Births) - Births Perpetual
ELCE_CA	CTT0080337-10	OPT-0299150	B101380	LK-Archive Acute - Specific Modules (Up To Quantity) - Beds
ELCE_CA	CTT0067854-181	1-4E4II21	B100041	Oracle Health Bedside Medical Device Integration - Beds
ELCE_CA	CTT0080380-16	OPT-0304188	L122033	Appointment Notifications Outgoing - Full Time Equivalents (FTEs) Perpetual
ELCE_CA	CTT0088141-4	OPT-0348943	B101061	Patient Financial Clearance, CommunityWorks - Client
ELCE_CA	CTT0067854-140	1-4E4II21	B100851	CPT for Patient Billing - Beds
ELCE_CA	CTT0067854-225	1-4E4II21	L118342	Oracle Health Oncology - Oncology Provider Perpetual
ELCE_CA	CTT0067854-227	1-4E4II21	L110450	Perioperative SIU Scheduled Case Outbound - Full Time Equivalents (FTEs) Perpetual
ELCE_CA	CTT0067854-214	1-4E4II21	L118388	PowerChart Ambulatory - Provider Perpetual
ELCE_CA	CTT0089459-6	OPT-0344332	B101704	PMMobile, Hosted Service, IP Adm Encs,Unlimited User - Admissions
ELCE_CA	CTT0089459-3	OPT-0344332	B101717	DMOne, Hosted, Term, Inpatient Admissions, License - Encounters
ELCE_CA	CTT0067854-206	1-4E4II21	L118431	Oracle Health Maternity for Acute - Births Perpetual
ELCE_CA	CTT0067854-112	1-4E4II21	B101546	Enhanced Medical Necessity Content for Ambulatory Care - Providers
ELCE_CA	CTT0067854-13	1-4E4II21	B102869	CW Electronic Lab Results and Syndromic Surveillance Bundle - Beds
ELCE_CA	CTT0081718-7	OPT-0298250	B101064	Passport Authorizations Reconciliation CommunityWorks - Client
ELCE_CA	CTT0067854-124	1-4E4II21	B100006	Oracle Health Reference Lab Network for CommunityWorks - Connection
ELCE_CA	CTT0067854-188	1-4E4II21	B102139	RHO Recurring Fee-Non Cerner Solutions
ELCE_CA	CTT0067854-9	1-4E4II21	B100013	Oracle Health Workflow Authentication Soft Token - Users
ELCE_CA	CTT0067854-130	1-4E4II21	B100173	Oracle Health Electronic Prescription Interoperability - CommunityWorks - Providers
ELCE_CA	CTT0067854-142	1-4E4II21	B101270	ExitCare - Inpatient (CommunityWorks) - Admissions
ELCE_CA	CTT0067854-213	1-4E4II21	L118408	Oracle Health Anesthesia - Surgical Operations Perpetual
ELCE_CA	CTT0067854-113	1-4E4II21	B101548	Enhanced Medical Necessity Content for Acute Care - Beds
ELCE_CA	N/A	OPT-0298250	B102561	Coverage Discovery Overage Fee - Coverage Discovery Transactions

ELCE_CA	CTT0083233-1	OPT-0336535	B102136	Remote Hosting (Recurring Fees)
ELCE_CA	CTT0067854-134	1-4E4II21	B100464	Oracle Health Multum Drug Database Patient Specific - CommunityWorks (Up To Quantity) - Beds
ELCE_CA	CTT0067854-132	1-4E4II21	B100479	Controlled Medical Terminology (CommunityWorks) - Facilities
ELCE_CA	CTT0081718-6	OPT-0298250	B101095	Authorizations Document Imaging, CommunityWorks - Interface
ELCE_CA	CTT0067854-211	1-4E4II21	L118351	Oracle Health Blood Bank - Blood Bank Transfusion Procedure Perpetual
ELCE_CA	N/A	OPT-0348943	B102563	Patient Financial Clearance w Propensity to Pay Transaction - Credit Search
ELCE_CA	N/A	OPT-0304188	B102730	ePayments Plus - Transaction - Patient Payments
ELCE_CA	CTT0067854-179	1-4E4II21	B103122	Mobile Patient eSignature - Device
ELCE_CA	CTT0067854-147	1-4E4II21	B100481	PowerNote Content for Acute Care – CommunityWorks (Up to Quantity) - Beds
ELCE_CA	CTT0067854-155	1-4E4II21	B101297	AORN Syntegrity Content Subscription (CommunityWorks) - Facilities
ELCE_CA	CTT0067854-224	1-4E4II21	B100429	GI Management - Endoscopy Procedure Carts
ELCE_CA	CTT0067854-151	1-4E4II21	B100498	Oracle Health Infection Control Regulatory Reporting Content for CommunityWorks and Critical Access (Up to Quantity) - Beds
ELCE_CA	CTT0067854-157	1-4E4II21	B101267	ExitCare - ED (CommunityWorks) - ED Visits
ELCE_CA	CTT0067854-153	1-4E4II21	B100526	CAP SNOMED International (III) for Pathology - Facilities
ELCE_CA	CTT0067854-165	1-4E4II21	B100422	PowerNote Content for Ambulatory - CommunityWorks - Providers
ELCE_CA	CTT0067854-159	1-4E4II21	B100452	Emergency Department Physician Documentation Content for CommunityWorks (Up to Quantity) - ED Visits
ELCE_CA	CTT0067854-149	1-4E4II21	B100418	Oracle Health Outpatient Physical Rehabilitation - Rehab Outpatient Visits
ELCE_CA	CTT0067854-145	1-4E4II21	B101283	Intelligent Medical Objects (IMO) (Up To Quantity) - Acute Care - CommunityWorks - Beds
ELCE_CA	CTT0067854-170	1-4E4II21	B101272	ExitCare - Physician_Ambulatory - Physicians
ELCE_CA	CTT0067854-172	1-4E4II21	B100881	Intelligent Medical Objects (IMO) - Ambulatory - United States - Providers
ELCE_CA	CTT0067854-162	1-4E4II21	B100455	Emergency Department Coding Subscription for CommunityWorks (Up to Quantity) - ED Visits
ELCE_CA	N/A	N/A	B101635	Flywire Platform License (up to 500K SMS_mo.) (Up To Quantity) - Net Patient Revenue ($M)
ELCE_CA	N/A	N/A	B105968	Oracle Health Acute Case Management - Full Time Equivalents (FTEs)
ELCE_CA	N/A	N/A	B100042	Oracle Health Laboratory Medical Device Integration - Device
ELCE_CA	N/A	N/A	B111364	Oracle Health Clinical AI Agent Cloud Service, Clinical Note - Signed Note
ELCE_CA	N/A	A6R447	B102197	Flywire Patient Payments - Percentage of Net Receipts
ELCE_CA	N/A	A6R447	B102183	Flywire Patient Statements - Patient Statements
ELCE_CA	N/A	A6R447	B102184	Additional Pages - Patient Statements Additional Pages
ELCE_CA	N/A	A6R447	B102185	NCOA Check - Change of Address Updates
ELCE_CA	N/A	A6R447	B102186	IMB Real-Time Tracking and Reporting - Statement Reporting
ELCE_CA	N/A	A6R447	B102187	Return Mail Handling with Skip Tracing - Return Mail Handled
ELCE_CA	N/A	A6R447	B102188	Postage - Patient Statement Postage
ELCE_CA	N/A	A6R447	B102195	Dynamic Envelope Messaging - Statement Envelope Message
ELCE_CA	N/A	A6R447	B102196	Text messaging - Text Messages
ELCE_CA	CTT0067854-231	1-4E4II21	L119093	Practice Management Patient Accounts - Provider Perpetual
ELCE_CA	CTT0067854-212	1-4E4II21	L118357	Laboratory Imaging - Device Perpetual
ELCE_CA	CTT0067854-221	1-4E4II21	L123118	Oracle Health Critical Access Revenue Cycle Suite Acute (Up to Quantity) - Beds Perpetual
ELCE_CA	CTT0067854-1	1-4E4II21	B103327	SkyBox Mobility Workspace One Adv - Device
ELCE_CA	CTT0067854-281	1-4E4II21	N/A	#N/A
ELCE_CA	N/A	A84VK3	N/A	#N/A

ELCE_CA	N/A	A7ZJQ9	N/A	#N/A
ELCE_CA	CTT0067854-119	1-4E4II21	B100332	Oracle Health Patient Portal for CommunityWorks (Up to Quantity) - Admissions and Outpatient Visits

7. Outstanding Capital Fees

The parties agree that You, acting as successor in interest to El Centro Regional Medical Center and Pioneers Memorial HealthCare District, will continue to pay the following outstanding amounts: $95,121 per month for the outstanding capital fees until the end of the original term of Cerner Sales Order OPT-0344332, dated June 29, 2021, and $61,757 per month for the outstanding capital fees until the end of the original term of Cerner Sales Order OPT-0301784, dated November 17, 2022.

Imperial Valley Healthcare District		Oracle America, Inc.	
Signature		Signature	
Name		Name	
Title		Title	
Signature Date		Signature Date	

General Scope – Consulting / Professional Services

Scope Considerations; Control of Scope of Work. Oracle commits to delivering, in conjunction with You, a design, build, and rollout of the applicable items set forth in this order for which professional services are purchased. The implementation services assume full use of Oracle's commercial off-the-shelf functionality using the most recent, generally available software. To deliver a quality-driven approach, You and Oracle agree to utilize Oracle's Model Experience Content package for all Licensed Software and Oracle Services, where applicable. Model Experience is a predefined model system designed to support clinical and financial needs. Oracle is providing the design and standardization per solution. You agree to follow the existing enterprise-level design and configuration of the Pioneers Memorial Hospital District "Pioneers" environment, including in instances in which it deviates from Model Experience and/or other Oracle standards. You will focus on localized deliverables, final system validation, training, and overall system education.

The scope of the implementation is based upon the specific assumptions set forth in this scope. Each party (or its designee) will fulfill project tasks/activities and responsibilities assigned to such party in this scope. This scope describes the solutions to be implemented, duration of the implementation, and the Services to be performed. This scope is based on the latest generally available Oracle Health Millennium Platform release, project timeline, and use of Consulting Framework, *Bedrock*, Model Experience content and recommendations. It is also assumed that You will provide data required to configure the system in an Oracle-defined format. Either party may identify a change in assumptions, tasks, duration, services, or resources required from Oracle or You. Such change may result in additional fees and will only become effective upon written approval by both parties.

There are controls on scope for the total number of a particular item within certain solution sections. Controls exist to achieve the project timeline with Your estimated project resources; provide recommended use of the system and ease of maintenance long term; and maintain standard consulting fees. Controls on items are not functional limits of the Oracle Health Millennium Platform.

All requested modifications to this scope must be evaluated for potential impact to the project plan and may result in a longer project timeline, additional Oracle/Your resources, and/or additional fees. Oracle has a scope management process that will be utilized throughout the implementation to help keep the project on track.

You acknowledge that for Oracle to provide a cost-effective hosting solution, the applications will be hosted in a shared environment along with other tenants. You further acknowledge that this shared environment requires some degree of standardization, including, without limitation, design, workflows, timing of upgrades, additions of new solutions, and system changes.

You and Oracle 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 agreed upon by Oracle and Your executive steering committee and set forth in a new Ordering Document.

Delivery of services will be remote unless otherwise specified to be onsite.

Project Start Date. The project start date will be based on the Effective Date of this Ordering Document and will occur no later than twelve (12) months after the Effective Date. Oracle requires a minimum of ninety (90) days from the Effective Date to accommodate project staffing requests and propose a project timeline to You. After the project start date, Oracle and You will begin activities such as planning, staffing, and technology activities.

If You request that a project be suspended or delayed for more than sixty (60) days beyond the estimated project start date, the terms of suspension or delay will be set forth in a new Ordering Document. Additional fees may be incurred when the project resumes, including, but not limited to, increased professional service rates, planning, defining scope, reviewing, documenting completed work, and educating new project team members. You acknowledge that Oracle is not obligated to provide the same project team members that were assigned to the project prior to the suspension or delay.

Project Commencement Prerequisite. Oracle's commencement of the Services under this Ordering Document is contingent upon Your completion of the uninstall of Contract Management/CCM for the PION location prior to project kickoff. Oracle will not commence the Services, release the project timeline, or begin project implementation activities until You have completed the PION Contract Management/CCM uninstall and Oracle has confirmed readiness to proceed. Any delay in completing this prerequisite may result in delay to the project start date, project timeline, milestone dates, and/or resource availability, and may require a separate Ordering Document for any additional work effort, timeline impacts, or additional Professional Services fees.

Travel, Lodging, Out-of-Pocket Expenses, and Per Diem Rates. The fees in this Ordering Document do not include travel, lodging, per diem, or other out-of-pocket expenses. Such fees will be billed monthly as incurred.

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 "Service Description(s)"). Each party (or its designee) will fulfill project responsibilities assigned to such party in this scope and in the Service Description(s). This scope and the Service Description(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.

Fee-for-Service Implementation. Any fee-for-service hours specified in this Ordering Document are estimates, and You will pay any overage of the estimated hours as Oracle continues to work towards the agreed-upon scope. Work and payment should continue until either You notify Oracle to stop work or the scope is delivered as agreed herein.

IMPLEMENTATION METHODOLOGY

Consulting Framework. Oracle's Implementation Methodology is the Consulting Framework. A detailed description of the Consulting Framework, including the events, activities, technology, and resources can be accessed on Oracle Health Wiki at https://wiki.cerner.com/x/xWR5qw. Adherence and adoption of the implementation methodology is required. This includes leveraging Oracle's event structure, documentation repository, project management tools, and project gateways. Any deviation from these expectations, including but not limited to the above, will trigger a Scope of Work (SOW) Deviation form documenting the nonconformity, including an impact assessment to determine if additional fees or time are required to deliver the scope set forth in the Ordering Document.

Facilities, Locations, and Practices. This scope and associated professional services fees assume the concurrent/standardized design, build, and go-live at Your Permitted Facilities to support migration of El Centro Regional Medical Center into the existing Pioneers Memorial Hospital District environment, based on the latest generally available releases for each applicable item. The system will be built in a single production domain using a common, centralized database environment. There will be a single go-live event approach converting solutions in this scope concurrently.

- El Centro Regional Medical Center ("El Centro") and up to four (4) clinics
- Pioneers Memorial Hospital District ("Pioneers") and up to nine (9) clinics

Scope for Pioneers Memorial Hospital District will be specific to:

- Net-new product implementations (i.e. products which are not currently implemented in the current Pioneers environment)
- Configuration changes required to support El Centro migration into the current Pioneers Memorial environment

Estimated Implementation Timeline. As of the Effective Date, the overall project duration, from the project kickoff to go-live, subject to the terms set forth herein, is estimated to be eight (8) months. Any project duration provided by Oracle is provided as an estimate only and shall not be interpreted or otherwise construed as a guarantee of an implementation timeline.

Key Events. Completion of the following events is subject to the provisions set forth herein.

Key Event	Objectives
Methodology Alignment and Strategic Change Workshop (MASC) (in person)	• Create a vision and guiding principles for the project • Define project team expectations, and roles and responsibilities • Discuss work arrangement • Identify any project risks • Create project governance and communication plan
Workflow and Integration	• Review future-state workflows and integration between departments • Identify corresponding opportunities and risks • Complete data collection per the project plan • Complete design decisions • Document current key workflows • Assess technical infrastructure
Integration Testing	• Desired test results are achieved from end-to-end testing of workflows to confirm integration across the continuum of care, venues, and solutions
Go-Live	• Earn rapid adoption of Your new workflows, processes, and the underlying technology while building momentum for future change and improvement

Project Gateways. Project gateways provide a mechanism for monitoring critical items throughout the project lifecycle to proactively identify and manage key risk factors. Project Gateways are a requirement of the project implementation methodology. Any deviation from the project gateway process including, but not limited to, failing to attend gateway review meetings, failure to obtain executive sign-off, or failure to follow the proposed mitigation recommendations will trigger a SOW Deviation form, documenting the nonconformity including an impact assessment to determine if additional fees or time are required to deliver the scope as was outlined in the contract. Mitigation plans for incomplete gateway items must be completed within the timeframe outlined in the table below in order to effectively determine impacts to the project.

Gateway	Criteria	Timeframe
#1 - Align	• Oracle and Your resources have been identified, assigned, and are engaged at the necessary allocation • Project timeline is finalized • Governance councils/committees are established and have representatives that support decision-making and drive change efforts • Scope finalized and agreed upon (additional project scope changes are not allowed after Align Gateway) • Domain strategy finalized and aligned with agreed upon project timeline • Communication plan is established and functioning appropriately • Change management process is defined	Two (2) weeks prior to Workflow and Integration
#2 - Validate	• All third-party commitments (solutions, resources, devices, subscriptions, etc.) are defined and contracted • Oracle and Your resources have been assigned and are engaged at the necessary allocation • Testing strategy reviewed and plans in place to finalize prior to Integration Testing 1 • Training strategy reviewed • Definition of non-standard custom reporting, third-party extracts, revenue cycle custom work (Custom Data Item, Rollups, Tokens, Worklists) initiated • Hardware (i.e., printers) procurement completed and delivery dates confirmed as meeting event timelines • Baseline metrics have been captured • All data collection, workflows, and system configuration are complete per the project work plan	Two (2) weeks after Workflow and Integration
#3 - Test	• Integration Testing pre-requisites have been met • A system maintenance support structure has been defined and plans to implement that structure (organizationally) are in process • All configuration that is required for training has been completed • Integration Testing scorecard has been reviewed and expected outcomes are understood • All data collection, workflows, and system configuration are complete per the project work plan	One (1) week prior to Integration Testing 1
#4 - Train	• The supporting training materials and eLearning are reflective of workflows and goals • All remaining hardware and devices have been received, connected, built, and tested, and licensing is in place • All remaining technical infrastructure needs are configured, tested, and ready for end user experience • All data collection, workflows, and system configuration are complete per the project work plan	One (1) week prior to Integration Testing 2
#5 - Activate	• End user competency targets are achieved, or mitigation plans in place for those not meeting the targets • You demonstrate readiness to maintain system as necessary post go-live • A plan is in place to provide visibility on financial KPI metrics at go-live and post go-live	Three (3) weeks prior to Go-Live

	• All data collection, design decisions, competencies, workflows, and system configuration are complete per the project work plan. • Conversion readiness assessment has been completed and formally acknowledged by Your leadership	

Revenue Cycle KPIs.

If Your coding backlog exceeds discharge not final coded thresholds agreed upon by both Oracle and You, You will inform Oracle or a mutually-agreed-upon third-party coding agency to assist with Your coding backlog unless You and Oracle deem it to not be the best course of action due to an agreed upon mitigation plan that will resolve the backlog.

The parties acknowledge and agree that there are a number of elements that could impact Your financial performance that are either not within the control of Oracle or not related to Oracle revenue cycle including, but not limited to, medical records coding backlog, significant changes in patient volume and/or payer mix, significant changes in service mix, problems with one or more payer's ability to pay You in a timely manner, unknown reimbursement models, Your patient financial services workforce not following established processes, Your reductions in patient financial services workforce, failure to implement Oracle's core transaction services solutions or utilize Oracle's learning services and adoption coaching or follow Oracle's recommendations, and engagement of a third party to perform services relating to Your revenue cycle system.

Oracle will not be responsible or liable to You for any acts, omissions, delays, performance issues or financial outcomes arising out of or relating to any professional services performed by a third party for You. If an issue arises, You, Oracle, and the third party must mutually agree on a resolution.

PROJECT TEAMS, ROLES, AND RESPONSIBILITIES

- **Project Team Availability.** Oracle and You will identify and make available their respective project team members by the initial Key Event. If Your resources are not identified and available within that timeframe, the delay will be considered a change in scope, and will require the execution of an Ordering Document, and a SOW Deviation form setting forth the additional work effort, impacts to timelines, changes in payment milestones, and additional professional services fees. You will provide and maintain the appropriate staffing levels during implementation with guidance provided by Oracle.

- **Revenue Cycle Executive Requirement.** You will designate and always have in place during the implementation of Oracle Health Revenue Cycle, a revenue cycle executive reporting to Your Chief Financial Officer, who has a leadership span over patient access, case management, health information management, and patient financial services.

- **Project Team Workspace Requirements.** At Your expense, You will provide the following for the Oracle project team no later than the start of the Project Management Training/Leadership Alignment event: a dedicated and secure office, an Oracle-dedicated group meeting and workspace with capacity for eight (8)-ten (10) people; network connectivity to Your network; access to network printers; access to Your appropriate *Oracle* domains; high-speed internet access or network port through Your firewall for each Oracle associate on site to access the internet and Oracle network using Oracle virtual private network (VPN) software; badge, keys, or other appropriate security access to navigate physical working locations and parking.

- **Your Device Expectations.** Oracle will provide high-level agendas for each workshop/event and discuss device requirements. Devices are required for subject matter experts and analysts for many tasks, including validation of the application build

- **Project Accountability Matrix.** The following accountability matrix identifies who will be responsible, accountable, consulted, and informed (RACI) for the designated work streams. Additional detailed project accountability matrixes are included for each workstream, beginning in Section 3 of this scope. Any deviation from these expectations will trigger a SOW Deviation form, documenting the nonconformity including an impact assessment to determine if additional fees or time are required to deliver the scope set forth in the Ordering Document.

  Responsible (R) means the party who will complete the work.
  Accountable (A) means the party who will ensure this step is completed and makes the final decision.
  Consulted (C) means the party who provides input prior to completion of the task and can contribute information to make the project step successful.
  Informed (I) means the party who needs to be informed of the results and kept up to date.

Category	Work Stream	Oracle	You
Project Readiness	Executive sponsor	C	R
	Communication management	C	R
	Governance and Change management	C	R
Project Management	Project management	R	C
	Project documentation	R	C
	Training management	C	R
	Risk management	R	C
	Human resource management	C	R
Design and Build	Model Experience localization and build	R	C
	Data collection	C	R
	Workflow design	R	C
	Oracle solution integration	R	C
Testing	Unit testing	C	R
	System testing	C	R
	Integration testing	C	R
Training	Training program management	C	R
	Training material development	C	R
	Super user competency check	R	C
	End user training	C	R
Go-Live	Operational cutover	C	R
	Technical cutover	C	R
	Command center operations	C	R
	At-the-elbow support	C	R
	Post-go-live application support	R	C

PROJECT READINESS

- **Introduction.** Implementations must include a comprehensive change management program to ensure organizational and operational alignment between You and Oracle. Such alignment shall be inclusive of a communication plan, defined decision rights, escalation pathways, key stakeholders, and a documented leadership coalition all focused on ensuring users are adopting the system as intended and are prepared to meet desired outcomes. You are required to ensure participation of key leaders, stakeholders, and requisite staff associated with change management activities and deliverables.

- **Executive Sponsor.** You will designate an executive sponsor for the project to serve as the project champion and sign acknowledgement of project-based infractions. The executive sponsor will have oversight and accountability for the successful transformation associated with the project.

- **Communication Management.** A communication management plan describes how stakeholders will be provided with information, which includes who should be given specific information, when that information should be delivered, and which communication channels will be used. A communication management plan will be established at the beginning of the project, agreed upon by both Oracle and You, and communicated to the project team.

Work Stream	Oracle	You
Identify, inform, engage, and connect all impacted groups during the project	C	R
Disseminate key information in a standardized and timely manner to Oracle and Your stakeholders, project leadership, project management, and project team	C	R
Provide status updates and project changes to Oracle project team	C	R
Identify communication owner	C	R
Identify preferred senders by area	C	R
Identify preferred methods of communication by area	C	R
Execute communication strategy in accordance with project methodology	C	R

- **Governance and Change Management.** Oracle will review Your existing governance teams and committees to ensure they are properly aligned with the governance structure needed to support the implementation project. Oracle will evaluate Your committee structure and will strategize with You to identify improvements that You will implement.

Work Stream	Oracle	You
Determine project governance structure that includes a consolidated governing body for El Centro and Pioneers.	C	R
Assign committee and council members	C	R
Determine committee and council meeting frequency in accordance with project methodology and timeline	C	R
Identify Your executive sponsor	C	R
Establish a structured approach to effectively manage, track, and prioritize changes for the project	C	R
Utilize a repository for change requests and supporting documentation to preserve a historical view	C	R
Provide a structure and understanding of the impact of changes and associated risks to stakeholders	C	R
Manage global change requests and governance	R	I

Level of Governance	Description
Executive Steering Committee	• You provide executive sponsorship and oversight, leads the project governance structure, and facilitates organization wide communication. Your leaders comprise the executive steering committee, with Oracle project leadership involvement when appropriate. The Executive Committee has final decision-making authority for the Project.
Interdisciplinary / Advisory / Project Management	• Interdisciplinary/Advisory: Multi-disciplinary team tasked with providing subject matter expertise across operational and technical interdependent functions. Focus on integrated design/build decisions, development of issue remediation, change control review, and providing operational and technical feedback on impacts to overall implementation. • Project Management: Charged with supporting day-to-day project management operations at the program level. Project management team supports project management functions (status, issue/risk management, etc.), program budget management, coordination of program related events, and program integration with other related projects required to enable the overall implementation.
User Experience Workgroups	• Defines departmental workflows, design decisions, processes, policies, procedures, and adoption (inclusive of change management, communication, training, and value attainment).

PROJECT MANAGEMENT

Introduction. The purpose of project management is to coordinate initiation, planning, controlling, monitoring, and closing activities to achieve project goals. Oracle will provide recommended practices and a methodology framework. Oracle and You will each designate individuals responsible for acting on their behalf. These individuals will confirm both parties perform their respective obligations herein, and act as the principal contact regarding the project. All such individuals will make themselves reasonably available as appropriate to discuss issues relating to the professional services to be provided. Either Oracle or You may designate a new representative by written notice to the other.

Work Stream	Oracle	You
Establish a project management plan to describe how the project will be executed, monitored, and controlled	R	C
Provide recommended practices and program management methodology	R	C
Create and maintain project plan	R	C
Create project status reports	R	C

Project Documentation. Project documentation is stored on the project portal site and documents the baselines, goals, and changes for the project. Project documentation encompasses all pertinent project information and artifacts necessary for project completion. All projects are required to utilize the project portal site.

Work Stream	Oracle	You
Create documentation of plans for reference throughout the project	R	C
Create, provide access to, and maintain a project portal site	R	C
Use the project portal site as a repository for all project artifacts, issue and risk logs, and the system of record through project completion	R	C

Training Management. A training management plan provides the training delivery model, key training events, roles and responsibilities, and training materials. The material provided within the training management plan will aid You and Oracle in successful training delivery and minimize adverse impacts to the project objectives and schedule.

Work Stream	Oracle	You
Confirm training is accessible to all end users	C	R
Confirm end users demonstrate proficiency for a successful go-live	C	R
Identify super users	C	R
Establish awareness of the go-live prior to classroom training	C	R

Risk Management. A risk management plan describes how risks will be documented, which includes the categorization, owner, mitigation, and analysis of the risk. The purpose of a risk management plan is to provide actionable methods to reduce the likelihood of adverse impacts to the project. A risk management plan will be established at the beginning of the project.

Work Stream	Oracle	You
Risk identification	R	C
Risk assessment	R	C
Risk prioritization	R	C
Risk tracking	R	C
Project quality dashboard – risks	R	C
Risk mitigation / resolution	R	C
Risk communication	R	C

Human Resource Management. A human resource management plan documents the resources required, the roles and responsibilities of each required resource, and staffing expectations throughout the duration of the project. A human resource management plan will be established at the beginning of the project.

Work Stream	Oracle	You
Develop the Project Team	C	R
Staff Management	C	R
Establish and communicate Roles and Responsibilities to assigned team members	C	R
Confirm appropriate project onboarding for new team members	C	R

Model Localization. The Model Experience, or "Model" contains recommended workflows, application configuration and content, recommended devices and their integration, project management reference material and tools, and training and adoption documentation. Model localization is the process through which Model workflows, system processes, configurations and content decisions are reviewed and made by You. Deviation from Model, outside of necessary localization, must be reviewed, approved, and implemented through the Oracle Health CommunityWorks Global Change Management process. Deviation from Model may also require review and agreement by the appropriate governance committees and evaluated for impacts to project scope, timelines, and professional services fees.

Work Stream	Oracle	You
Provide access to Oracle-recommended Model content and workflows	R	C
Localize Your domain through data collection, design, and build	R	C
Follow Oracle's Model deviation escalation process if decisions are made against Oracle recommended practices	C	R
Test and validate localized system	C	R

Data Collection. Data collection is the capture of information used to configure the database. You must provide Data collection to Oracle in an Oracle-defined format called a Data Collection Workbook. You and Oracle will work collaboratively to complete data collection activities throughout the Align and Validate gateway phases of the project as outlined herein.

Work Stream	Oracle	You
Review and assign data collection in accordance with project scope	R	C
Provide system context for data collection assignments	R	C
Accurately complete data collection assignments by a date agreed upon by the parties	C	R
Utilize project portal to complete and submit data collection	C	R

Workflows. Workflows are designed and built within Workflow Designer. Workflow Designer is a proprietary tool that allows both You and Oracle to view, create, and modify workflow diagrams that support organization-specific processes. Workflow Designer provides a centralized repository for storing recommended future-state workflows with formatting that is standardized across work streams, facilities, departments, and roles. Workflows are an essential reference point for test script development, training development, and a successful go-live.

Work Stream	Oracle	You
Sponsor workflow development activities	C	R
Provide access to and review Oracle standard workflows	R	C
Localize all applicable Oracle standard workflows to Your future-state workflows for Oracle electronic health record	C	R
Utilize governance structure to validate and gain executive approval of all future-state workflows	C	R
Publish future-state workflows to be accessible to the project team and You through testing, training, and go-live	C	R
Sign off on all future-state workflows	C	R
Align workflow design across El Centro and Pioneers facilities	C	R

Oracle Solution Integration. Solution integration is the coordination of design, system validation, and integration activities across solutions and venues of care. Oracle will guide Your project teams in understanding, designing, and validating integration points across solutions. Additionally, Oracle and You will work to plan and execute domain, issue, and change control strategies across integrated solutions.

Work Stream	Oracle	You
Provide domain and code strategy in alignment with project timeline	R	C
Align Your project team members with Oracle's integration architect for post go-live knowledge	C	R
Facilitate integration discussions and education for cross-solution workflows	R	C
Define and manage domain change control policies and procedures	R	C
Provide You education on Oracle code management and support resources	R	C

TESTING ACTIVITIES

Unit Testing. The purpose of unit testing is to test each data element within a Data Collection Workbook individually in the front-end solution.

Work Stream	Oracle	You
Sponsor the testing activities	C	R
Communicate the objectives to key stakeholders	C	R
Oversee localization of unit test scripts	C	R
Execute unit test scripts	C	R
Record pass/fails and document issues	C	R
Review testing results	C	R
Resolve reported issues	R	C
Provide updates on testing progress and results	C	R
Store testing progress and results	C	R

System Testing. The purpose of system testing is to test front-end workflows within a single solution.

Work Stream	Oracle	You
Sponsor the testing activities	C	R
Communicate the objectives to key stakeholders	C	R
Oversee localization of unit test scripts	C	R
Execute unit test scripts	C	R
Record pass/fails and document issues	C	R
Review testing results	C	R
Resolve reported issues	R	C
Provide updates on testing progress and results	C	R
Store testing progress and results	C	R

Integration Testing. The purpose of integration testing is to test cross-solution workflows to ensure seamless transition through a patient's visit. There are many pre-requisites to integration testing, and both parties agree to review and fulfill such pre-requisites before proceeding with these testing events. Integration testing scorecard must reflect an acceptable score and/or have defined mitigation plans documented and executed in order to progress to next milestone event. If there is not a documented and executed mitigation plan (if applicable), Oracle reserves the right to delay project go-live. Oracle will not be responsible for, and expressly disclaims all liability for, any claims, actions, or demands involving or relating to any such project delays.

Work Stream	Oracle	You
Sponsor the testing activities	C	R
Communicate the objectives to key stakeholders	C	R
Oversee localization of system test scripts	C	R
Execute system test scripts	C	R
Record pass/fails and document issues	C	R
Review testing results	C	R
Resolve reported issues	R	C
Provide updates on testing progress and results	C	R
Store testing progress and results	C	R

TRAINING

- **Introduction.** Implementations must include a comprehensive training program to ensure users are adopting the system as intended and are prepared to meet desired outcomes. You are required to hold users accountable for completing education on workflows and products not leveraged prior to this project. If training is not completed, Oracle reserves the right to delay project go-live. Oracle will not be responsible for, and expressly disclaims all liability for, any claims, actions, or demands involving or relating to Your (or any of Your users') failure to complete recommended or required training and education prior to go-live.

- **Oracle Learning Framework.** The purpose of the Learning Framework is to provide You with a comprehensive learning strategy designed to reach the organization's value, outcomes, and goals. The learning methodology comes with a web-based portal and delivers role-based, best practice learning journeys that are aligned with Model. The content and Learning Portal platform are intended for project team members and end users.

Work Stream	Oracle	You
Manage and monitor journey assignments for products not leveraged prior to this project.	R	C

- **Training Program Management.** The purpose of training program management is to define the training strategy for Your users and oversee the execution of that strategy in conjunction with Your training team. The User Learning Strategy - CommunityWorks template will be reviewed with You prior to the Align gateway.

Work Stream	Oracle	You
Develop recommended end user training strategy and delivery plan	R	C
Propose high level curriculum offerings	R	C
Make Your resource requirements (classrooms, trainers, super users)	R	C
Identify and confirm necessary Your resources	C	R
Develop overall training classroom schedule	C	R
Manage overall training classroom logistics	C	R

Training Material Creation. The purpose of training materials is to provide You with support for adoption activities. Training materials help to confirm that end user skill and workflow competencies are developed prior to system use in a live, production domain.

Work Stream	Oracle	You
Provide access to standard training materials via a web-based portal	R	C
Assess workflow localizations and impact to Model training materials	C	R
Localize Model training materials including instructor agendas, practice activities, job aids and assessments	C	R

End User Training. The purpose of end user training is to confirm Your end users understand and have adopted new workflows, processes, and technology. Oracle requires 100% of users leveraging new workflows or products to be trained by go-live. One week prior to go-live, 90% of end users must have completed training with the remainder enrolled. End users are required to complete a workflow-based competency assessment in order to pass training. If 90% of end users have not completed the required training, Oracle reserves the right to delay project go-live. Oracle will not be responsible for, and expressly disclaims all liability for, any claims, actions, or demands involving or relating to Your (or any of Your users') failure to complete recommended or required training and education prior to go-live.

Work Stream	Oracle	You
Manage on-site end user trainer logistics	C	R
Create patients for end user training	C	R
Deliver end user training for the relevant roles	C	R
Validate participant proficiency on the content through a competency assessment	C	R
Manage and execute remediation plans for end users requiring additional education	C	R

GO-LIVE SUPPORT

Operational Cutover. The purpose of operational cutover is to ensure the system is ready for production use from an operational perspective. The operational cutover strategy provides You the knowledge necessary to successfully transition operational support to Your staff to manage the production system from and after production.

Work Stream	Oracle	You
Develop, as applicable, a detailed clinical, revenue cycle, and operational cutover plan that will be used to prepare Your departments for conversion	R	C
Communicate cutover strategy to Your department leaders and end users	C	R
Estimate and assign resources for backloading of data entry into the Oracle system if necessary	C	R
Establish operational policies and procedures for downtime	C	R
Sign the "Go-Live Approval" form" stored on the project portal	C	R
Sign the "Go-Live PECA" form stored on the project portal	C	R

Technical Cutover. The purpose of technical cutover is to confirm the system is ready for production use from a technical perspective. Each solution has specific, technical steps that must be completed prior to production readiness. Technical cutover ensures that all solutions are ready for production use.

Work Stream	Oracle	You
Prepare a cutover plan at the solution level	R	C
Establish go/no-go readiness criteria and facilitate checkpoints	C	R
Manage device deployment	C	R

- **Command Center Operations.** Oracle and You will provide application and technical support and troubleshooting for issues logged to the help desk or command center during the go-live event.

Work Stream	Oracle	You
Manage on-site command center logistics	C	R
Establish go-live governance and escalation process	C	R
Align Oracle resources for solution and technical go-live support per scope	R	C
Align Your resources for solution and technical go-live support for all impacted areas	C	R
Manage issue management process	C	R

- **At-the-Elbow Support.** You will provide at-the-elbow support preceding, during, and following go-live. At-the-elbow-support is typically provided to all applicable clinical and operational roles in Your organization. The duration and amount of Oracle at-the-elbow support, if applicable, will be determined and documented within the applicable Service Description.

Work Stream	Oracle	You
Provide inputs for at-the-elbow support model such as number of end users and physical locations	C	R
Create at-the-elbow support model based on recommended practices	C	R
Align Oracle and Your resources to appropriate end users and physical locations	C	R

- **Post Go-Live Application Support.** After go-live, Oracle will provide remote application support until turnover to Oracle's applicable support organization.

Work Stream	Oracle	You
Manage issue management process	C	R
Provide guidance on issue resolution and troubleshooting	R	C

TRANSITION TO ONGOING SUPPORT

Turnover to Support. The Oracle project team is responsible for initiating and driving the transition and turnover process to production support beginning at least thirty (30) days prior to go-live. Oracle and Your project teams will jointly complete a turnover document for their respective solutions. At the time of turnover, all existing issues will remain with the current Oracle owners, and all new issues that remain unresolved after Your troubleshooting efforts have concluded will be reported to Oracle's applicable support organization.

After go-live, Oracle will provide remote application support until the formal turnover to Oracle Health's Application Management Services ("AMS") division. For clinical and ancillary solutions, turnover date will be up to ten (10) days after the go-live event. For patient accounting solutions, the turnover process is up to ten weeks after the go-live event.

ACCEPTANCE

Acceptance Upon completion of the Services agreed upon to be delivered prior to the initial Go-Live event on the Go-live Approval form, Oracle will provide You with written notice (e.g., a Process for Executing Client Approval [PECA] document). If You fail to provide written notice within ten (10) business days prior to first productive use (e.g. Go-Live event), the Services shall be deemed completed at the end of the review period.

Project Delays	If You request that a project be suspended or You request delay in start of the project greater than sixty (60) days beyond the estimated project start date, the terms of suspension or delay will be set forth in a separate Ordering Document. Additional fees may be incurred when the project resumes, including, but not limited to, increased professional service rates, planning, defining scope, reviewing, and documenting completed work, and educating new project team members. You acknowledge that Oracle is not obligated to provide the same project team members that were assigned to the project prior to the suspension or delay.
Command Center Support for Go-live Event	Oracle will provide remote application support and troubleshooting for issues logged to the help desk or command center during the go-live event. Oracle's standard Critical Access Hospital coverage provides five (5) days of support: • Four (4) days of 7 am to 3 pm local time coverage • One (1) concurrent day of support 7 am – 12 pm local time • Support will consist of remote bridge line support facilitated by Oracle project management and Your project management. Solution consultants will be engaged via bridge line as issues are reported.
Oracle Project Team Workspace Assumptions	You will provide network connectivity to Your network, access to a network laser printer, and access to Your appropriate domains and workstations using *Citrix* access.
Your Project Team	You will identify and engage your departmental Subject Matter Experts and Super Users at least 45 days before the Workflow and Integration event. If Your team is not available within that timeframe, such delay will be considered a change in scope and will require the execution of a separate Ordering Document setting forth the additional work effort and additional professional services fees. Oracle will help to identify Your required roles and Full-Time Employee FTE allocations.
Assumptions	Oracle is providing the design and standardization per solution. You agree to follow Oracle's design recommendations and use the standard content. You will focus on localized deliverables, final system validation, training, and overall system education. You acknowledge that for Oracle to provide a cost-effective hosting solution, the applications will be hosted in a shared environment along with other participants. You further acknowledge that this shared environment requires some degree of standardization, including, without limitation; design, workflows, timing of upgrades, additions of new solutions, and system changes.
Scope Overview	The scope of the implementation is based upon the specific assumptions set forth in this scope, to be delivered during initial phase of implementation. If scoped items must move to be implemented after the initial phase of the project, additional fees and professional services may be required and delivered on a new quote document. Each party (or its designee) will fulfill project tasks/activities and responsibilities assigned to such party in this scope. This scope describes the solutions to be implemented, duration of the implementation and the Services to be performed. This scope is based on the latest generally available Oracle Health Millennium software release, project timeline, and use of Consulting Framework, *Bedrock*, Model Experience content and recommendations. It is also assumed that You will provide data required to configure the system in an Oracle-defined format. Either party may identify a change in assumptions, tasks, duration, services, facility scope, or resources required from Oracle or You. Such change may result in additional fees, an adjustment or extension of the timeline, and will only become effective upon written approval by both parties.
Scope Control	There are controls on scope for the total number of a particular item within certain solution sections. Controls are present for the following reasons: To achieve the project timeline with Your estimated project resources Recommended use of the system and ease of maintenance long term Maintain standard consulting fees Controls on items are not functional limits of the Oracle Health Millennium System. All requested modifications to this scope must be evaluated for potential impact to the project plan and may result in a longer project timeline, additional Oracle/Your resources, and/or additional fees. Oracle has a scope management process that will be utilized throughout the implementation to help keep the project on track. This engagement is scoped as a current-state consolidation effort and excludes optimization activities except where expressly identified in this Ordering Document.
Optimization Definition	**Optimization** refers to any activity that changes, redesigns, improves, standardizes, enhances, streamlines, or transforms existing operational workflows, data structures, configurations, business rules, reporting

	logic, or departmental processes beyond what is required to combine the existing entities into a single operational environment. Optimization work is explicitly excluded from the fixed-price scope unless otherwise documented.
Migration of El Centro Localized Data	Localized configuration data in the current El Centro environment will be migrated to the current Pioneers environment.
Trademarks	*HL7* is the registered trademark of *Health Level Seven International,* and their use of these trademarks does not constitute endorsement by *HL7*. *Citrix* is a trademark of Citrix Systems, Inc. and/or one or more of its subsidiaries, and may be registered in the United States Patent and Trademark Office and in other countries.

Custom Professional Services - Advisory Services (B110294)

Service Project Name: SSC for Clinical AI Agent Adoption

Description of Services	Oracle will provide the following Services to support adoption of Clinical AI Agent for El Centro providers: • Host a kickoff call to understand Your specific workflows and areas of concern • Formulate a plan to initiate changes in each area and build required for each • Provide twenty (20) weeks of virtual support, reviewing and assessing the following solutions with one (1) respective consultant: ○ Physician Experience • Provide general support for up to two (2) hours weekly • Advise on recommended workflows, opportunities for optimization, and solution questions • Formulate a training plan to initiate changes in each area and build required for each • Host a scheduled wrap up call at the end of the engagement
Your Cooperation / Obligations	You are responsible for the following obligations: • Connect consultants with the appropriate customer stakeholders, including the aligned IT analyst(s) the consultants will support. • Customer stakeholders are available and engaged during entire project • Complete any required data collection or system validation by or before the deadline(s) set by the Oracle Health team • Complete audits by or before the deadline(s) set by the Oracle Health team • Create an internal training plan that will take place for future new staff members
Assumptions	• The overall duration of this project (from project kick-off to completion), based on the scope of services set forth, is expected to be twenty-four (24) weeks • This project will be supported remotely. Any on-site support requested by You will be subject to additional travel costs to be incurred at Your expense. Support will occur during normal business hours, Monday through Friday, 8 AM to 5 PM local time. • Consulting engagement does not cover an overhaul of system build or build incurred due to changes in design decisions. • All build changes that are not completed at the end of the event will be requested to AMS by You and/or additional scope will be provided • Existing collateral will be provided to support education and adoption. No custom documentation will be provided by Oracle Health. • You shall incur additional fees if services are requested beyond this scope

Service Project Name: Regulatory Advisory Consulting Promoting Interoperability and MIPS Regulatory
Legacy SKU: B111685

Overview	• Exposure to what is occurring in the various policy and standards committee and workgroup meetings • Experience of other Promoting Interoperability and MIPS clients • Focused effort and push on obtaining compliance and adoption
Engagement Duration	• Begin two (2) months before go-live and concludes eleven (11) months after go-live • Conduct one (1) Promoting Interoperability workshop • Participate in bi-weekly status calls
Assumptions	• Either Oracle or You may designate a new representative by written notice to the other. • If You are not contracting with Oracle to submit MIPS Quality data, You are responsible for identifying and executing an appropriate mechanism for MIPS Quality submission. This includes a mechanism for extracting needed data from the EMR. • Following go-live, issues requiring more detailed troubleshooting will be logged by You, following current support services methodology.
Task Force	TABLE 1 – Task Force Activities (P = Primary, R = Review, A = Assist) / **Oracle Resource** / **Your Resource** Lead bi-weekly calls / P / A Complete initial Promoting Interoperability Functional Report build / P / A

Complete initial MIPS Quality implementation for which Oracle has standard content as a data submission vendor for the current reporting requirements	P	A	
Assists with PI Functional Report Interpretation and Triage	P	A	
Assists with MIPS Quality report measure interpretation and triage	P	A	
Provides list of EMR-applicable Improvement Activities (IA) for MIPS	P	A	
Provides guidance for successful PI and MIPS attestation	P	A	
Identify and secure necessary resources to attend calls and to convey information to appropriate internal departments and users for decision making and education	A	P	
Review training resources and strategies	R	P	
Facilitate decision making by providing timely education on latest Promoting Interoperability and QPP/MIPS policy	P	A	
Guide decision to ensure potential risks are known at the time of decision	P	A	
Completes and retains attestation handbook	R	P	
Enters attestation information in CMS or state-identified portal for PI functional reporting and MIPS PI and IA.	R	P	

Custom Professional Services - Clinical Operations (B110296)

Service Project Name: Antimicrobial Usage and Resistance Reporting
Legacy SKU: B111677

Description of Services	Oracle will perform the following services:
	• Install the Antimicrobial Usage solution which extracts medications and routes from the electronic medical record following National Health Safety Network (NHSN) regulatory guidelines
	  ○ Antimicrobial Usage Report numerator
	  ○ Antimicrobial Usage Report denominator
	• Review and configure the following per NHSN requirements:
	  ○ Anti-infective medications
	  ○ Routes of administration
	  ○ NHSN Location mapping
	• Configure Antimicrobial Resistance Reporting according to Model Experience
	  ○ The following will be reviewed and configured per NHSN requirements:
	  ▪ Organisms
	  ▪ Susceptibility methods
	  ▪ Susceptibility interpretations
	  ▪ Specimen types
	  ▪ NHSN specimen types
	  ▪ Concept Mapping – organisms and specimen types
	  ▪ NHSN Location mapping

Your Cooperation / Obligations	You are responsible for the following obligations. • Complete Antimicrobial Resistance Reporting prerequisites prior to engagement ○ Validation of Oracle Health Microbiology or Discrete Interfaced Microbiology System • Obtain an understanding of National Health Safety Network (NHSN) regulations and requirements as they relate to Antimicrobial Usage and Resistance Reporting

Assumptions	• The following prerequisites must be met prior to project engagement for Antimicrobial Resistance:
	  ○ Oracle Health Microbiology or Discrete Interfaced Microbiology System
	• The Resistance Reporting solution extracts microbiology cultures and susceptibility data from the electronic medical record following National Health Safety Network (NHSN) regulatory guidelines.
	  ○ Antimicrobial Resistance Report numerator
	  ○ Antimicrobial Resistance Report denominator
	• Optimization activities, as defined in the General Scope section of this Ordering Document, are excluded from scope.

Service Project Name: Supply Point of Use
Legacy SKU: B105883

Description of Services	Oracle Health will provide the following Services:
	• Point of Use technology allows the user to document charge capture as well as dispense, return, and waste against a Patient Encounter
	• Ability to scan UDI barcodes and capture UDI requirements at the equipment instance and non-catalog item entry
	• Configure for Oracle Health Supply Point of Use (POU)
	  ○ Core Inventory Database
	  ▪ Transaction Types
	  ▪ POU Location Mapping
	  ○ Item Location
	  ▪ Up to one (1) item location, Scan Items
	  ○ Profile Build
	  ▪ Up to one (1) profile per facility

Assumptions.	• You have a single enterprise Item Master, General Ledger, and non-Millennium financial system. • Item master has 1:1 relationship between Item Number and Charge Number • Consolidation will be determined by Your centralized governance structure • Optimization activities, as defined in the General Scope section of this Ordering Document, are excluded from scope. • Assuming vendors are ready to engage at project start up. • Charge master, item master, and vendor master consolidation will be completed prior to project kickoff.

Service Project Name: Supply Point of Use [Item Sync]
Legacy SKU: B105880

Description of Services	• Item Synchronization Interface inbound to Oracle Health Millennium to integrate the supply item master for Surgery or Chargeable Items via an Item Synchronization interface from third party
	• Supply Usage outbound interface with capability to send supply item usage data to third-party ERP system
	• Ability to automate full life cycle of Bill Item Supplies including Charge Services Integration to mark-up supplies using inventory cost interfaced from third-party ERP system
	• Oracle Health will provide the following services ("Services").
	• Configure for Oracle Health Item Sync and Supply Usage Interfaces
	  ○ Core Inventory Database
	  ▪ Inventory Location Hierarchy and adjacent settings (Transaction Types, Fill/Return Hierarchy)
	  ▪ Manufacturers
	  ○ Item Master Item Components
	  ○ Supply Charging Components
	  ▪ Charge Number
	  ▪ Price Markup Formula
	  ▪ Charge Services Integration Operations Job
	• Collaborate with You and Foreign System Interface (FSI) Services on standard Interface design and testing
	  ○ An Item Master Sync inbound interface that receives item master data from one non-Millennium system to Millennium. These transactions will

	follow the Millennium standard Item Master Inbound interface specifications. ○ A Supply Usage outbound interface that sends supply usage data from Millennium to one non-Millennium system. These transactions will follow the Millennium standard Supply Usage outbound interface specifications.
Your Cooperation / Obligations	You are responsible for the following obligations. • Crosswalk activities of legacy data • Item Master Cleanup Efforts in External ERP item master
Assumptions	• You have a single enterprise item master, General Ledger, and non-Millennium financial system. • Item master has a 1:1 relationship between Item Number and Charge Number. • The services will be performed remotely unless otherwise agreed upon by Oracle and You • Optimization activities, as defined in the General Scope section of this Ordering Document, are excluded from scope. • Consolidation will be determined by Your centralized governance structure

Custom Professional Services - Clinical Suite (B110297)

Service Project Name: Oracle Health E.H.R. Migration Ambulatory Primary Care
SKU: B110297

Description of Services	Oracle Health will provide the following services ("Services"). • Deploy AI Capabilities: o Pre-visit summaries o Condition summaries o Medication summaries o Conversational search o Navigation search o Inbox message drafting • Implementation Approach o Complete data ingestion, domain provisioning, and data validation. o Provide adoption consulting, including the creation of User Enablement Strategy. o Provide AI comprehension pre-read materials to You for Your users to learn AI best practices using native language. o Conduct one (1) Train-the-Trainer session, according to the project workplan. o Provide templates for documenting End User training schedule o Provide Go-live support virtually for up to five (5) days during normal business hours. o Transition You to the appropriate support team as defined in Your order up to ten (10) days post Go-live, as applicable o Provide adoption reporting and communicate to You via email for twelve (12) weeks post day one of Go-live o Provide Services closure documentation and communication, inclusive of success criteria results. o Provide post Go-live guidance on leveraging provided eLearning modules for future onboarding purposes
Your Cooperation / Obligations	You are responsible for the following obligations. • Complete the Oracle provided AI comprehension pre-read materials by Your designated roles per the project plan. • Validate the Oracle Health EHR system is functioning as expected based on Oracle Health Foundation EHR platform data ingestion and is ready for immediate user consumption. • Complete User Enablement Strategy Guide. • Create and execute Your learning strategy for the following: o Training program management. ▪ Communicate the education training plan and requirements to all participants • Super User training. o Complete super user training in accordance with the following: ▪ 100% of super users must have completed assigned eLearning modules, prior to super user training. • End User training. o Complete End-User Training Schedule template. ▪ Complete and monitor classroom assignments and all End-User Training. • Develop training plans for all users requiring remediation. o Collaborate with Oracle Health to engage and execute these Services within three (3) years of contract signature.
Assumptions.	This scope of work will be delivered on existing positions • Go-lives are specific to the Ambulatory Primary Care, Physician position • All services set forth in this scope will be performed remotely. • Previous or concurrent implementation of PowerChart Ambulatory is required to support the Oracle Health EHR.

	• If You request on-site services, additional professional services hours will be required at Oracle Health's then-current fees. • You acknowledge that for Oracle to provide a cost-effective hosting solution, the applications will be hosted in a shared environment along with other participants. You further acknowledge that this shared environment requires some degree of standardization, including, without limitation, design, workflows, timing of upgrades, additions of new solutions, and system changes. • Kickoff may occur after the kickoff event described in the General Scope section of this Ordering Document, dependent on product availability • Go-live may occur after the go-live event referenced in the General Scope section of this Ordering Document

Service Project Name: Medication Scanning for Ambulatory
SKU: B110297

Description of Services	Oracle Health will provide the following Services: • Implementation of inpatient formulary and clinic medication integration. The services cover the design considerations, build, and testing for clinic and inpatient formulary medication integration. • The build workflow includes the formulary build, synonym virtual viewing, sentence review/virtual viewing, ambulatory charge DTAs, ops job for hold status build, and workflow discussions.
Client Responsibilities	You are responsible for: • Adding clinic medications to inpatient formulary • Maintenance of clinic medications in formulary after initial configuration
Assumptions	• All included clinic locations will have a shared formulary and computer physician order entry (CPOE) setup

Service Project Names: EHR Nursing Mobility
Legacy SKU: B103729, B103924

Description of Services	Oracle will provide the following Services net new for El Centro and Pioneers: • Configure Oracle Health EHR Nursing Mobility to enable Barcode Medication Administration. • Provide one (1) label-with-armband, that includes an Aztec bar code, if Oracle Health Registration is being implemented. • Conduct audits on the formulary, order sentences, and PowerPlan plans to identify potential scanning issues (Oracle Health EHR Nursing Mobility Medication Administration relies on intact CareAdmin or CareMobile scanning functionality).
Your Cooperation / Obligations	You are responsible for the following obligations: • Utilize a medication supply company, repackager, robot or pharmacy label including a dispense history ID bar code to have the ability to administer scheduled, unscheduled, PRN, and continuous infusions (begin bag event only), uniquely bar coded at the unit dose level. • Provide to Oracle Health Pharmacy-generated labels with a dispense history id bar code. • Make any necessary modifications to the patient wristband. • Perform scan through on-shelf formulary items to validate formulary completeness. • Complete Pharmacy Shelf Scanning for additional areas containing medications and/or purchase additional services from Oracle for subsequent assistance. • Provide Oracle implementation team remote access to Mobile Device Management and Enterprise Mobility Management for the duration of the engagement.

Assumptions	• Oracle Health Cloud domains to be implemented will include one (1) production and two (2) non-production domains. The non-production domains for Oracle Health EHR Nursing Mobility in the Oracle Health Cloud cannot be moved once onboarded. • Facilities in scope: two (2) • Oracle Wireless Network Validation Assessment must be successfully completed, with the Network Assessment report stating that Data is 'Ready', and You have passed Oracle's wireless requirements, prior to resources being assigned and prior to the project kickoff. • A separate Oracle Health Ordering Document is required if You request extended support, support coverage, or both. • A new Oracle Health Ordering Document is required to implement in additional facilities or *Oracle Health Millennium Platform* domains; additional fees will apply.

Service Project Name: EHR Nursing Mobility [Clinicals]

Legacy SKU: B103733

Description of Services	Oracle will provide the following Services: • Assist in the deployment of the following features of Oracle Health EHR Nursing Mobility Specimen Collection: o Patient information o Care team and patient list integration o Real-time at point of care capture of collection information including date and time and the collector's ID o Identification of the correct specimen to be collected • Configure Oracle Health EHR Nursing Mobility to enable the Specimen Collection application • Include one (1) label-with-armband that includes an Aztec barcode if Oracle Health Registration is being implemented. o If Oracle Health Registration is already live or a foreign registration system is being used, then You will be responsible for making necessary modifications to the patient wristband. • Assist in the validation of up to two (2) Oracle-supported printers per facility in scope. • Conduct kickoff and current-state review event. • Support integration testing. • Provide test scripts and assist You in development of training plans • Code Sets: Reasons Missed, Specimen Filtering, Container Colors, Order Priority • Reporting Metrics for Specimen Collections • Security, Task Access, and Privileges (Allow Chart Not Done) • Install Oracle-hosted appliance (if applicable)
Your Cooperation / Obligations	You are responsible for the following obligations: • Your technical team will be responsible for wireless printer deployment for additional printers. • Make any necessary modifications to the patient wristband. • Perform scan-through by scanning accession labels to ensure they scan appropriately. • Localize education collateral and training of solution users
Assumptions	• Implementation of the traditional Oracle Health CareAware Platform implementation is limited to one (1) production environment and two (2) non-production environments. • Facilities in scope: two (2) • Implementation of the Oracle Health CareAware Platform Cloud platform implementation is limited to one (1) production and two (2) non-production environments. The non-production domains for Oracle Health CareAware Platform EHR Nursing Mobility in the Oracle Health Cloud cannot be moved once onboarded. • On-site conversion support will be provided as a single event covering both facilities in scope. • Nurse Collect and Phlebotomy Management workflows are implemented on the same timeline accounting for a single conversion event.

	• Oracle Wireless Network Validation Assessment must be successfully completed, with the Network Assessment report stating that data is 'Ready' for both facilities in scope, and You have passed Oracle's wireless requirements, prior to resources being assigned and prior to the project kickoff. • A separate Oracle Health Ordering Document must be executed by You for Oracle to implement in additional facilities or Oracle Health Millennium domains; additional fees will apply. • Project prerequisites include: o Point of Care Specimen Collections licensed o Oracle Health EHR Nursing Mobility or Clinical Mobility Extension licensed o One (1) of the following major Oracle Health Millennium laboratory solutions should be implemented and/or in-process of implementation: General Laboratory, Microbiology, HLA, Blood Bank Transfusion, or Oracle Health Millennium Helix for Laboratory. • Oracle will provide the following conversion support: Three (3) days of twelve (12) hour command center technical support and three (3) days of twelve (12) hour Point of Care command center support. • A separate Oracle Health Ordering Document is required if You request extended support.

Service Project Name: Bedside Medical Device Integration
Legacy SKU: B103737

Description of Services	Oracle Health will provide the following Services: • Conduct a solution overview focus group (remote, one (1) hour) with relevant client project team(s) including Clinical Leads, Clinical Engineering, Application Analyst, IS Analyst, Network Administrator, and Project Manager roles • Prepare mutually agreed-upon project plan outlining implementation events and activities • Configure *iBus* for connected devices, including drivers and required capabilities • Configure up to ten (10) Oracle Connectivity Engine (OCE) devices and associated device adapters, if connecting directly to medical devices through an OCE o Devices connecting through a third-party gateway or by other means do not require an OCE • Establish connectivity to device(s) • Collaborate with Your project team(s) through configuration and verification of parameter mapping from the device to the electronic health record • Collaborate with Your project team(s) through troubleshooting and the resolution of issues that arise during testing • Provide up to three (3) specialized solution training sessions, each comprised of up to two (2) hour events, as outlined in the project plan • Complete an installation per interface one (1) production and one (1) non-production environment o Number of unique Oracle Health Bedside Medical Device Integration (BMDI) device models: Up to three (3) o Number of facilities to be implemented: 1 o Number of beds to be fully configured by Oracle Health: Up to 10 • Oracle Health will provide on-site support for one (1) go-live event with up to 40 hours of dedicated support, including medical device cutover and three (3) days 12 hour support • Oracle Health Consulting will provide 30 days of on call support post the go-live date, during normal business hours (Mon-Fri 8a-4p CST)
Your Cooperation / Obligations	You are responsible for the following obligations: • Configure and connect Oracle Health Bedside Medical Device Interface (BMDI) device connectivity hardware to the facility network as per the project plan • Perform all parameter testing and unit validation with all Oracle Health BMDI devices in scope • Manage aspects related to Your equipment and medical devices located at Your facilities to include procurement, installation, management, and support • Provide connectivity from your facility to the *iBus* Cloud application through secured internet connection
Assumptions	• Any failures to meet your obligations or changes from contractual scope, deliverables, your cooperation, project assumptions, or any other aspect of Your order, may trigger a Change

	Request Form documenting the changes which will include an impact assessment to determine if additional fees or time will be needed to deliver the scope in the Ordering Document. Oracle shall not be obligated to perform, and You shall not be obligated to pay for, tasks related to any such changes unless agreed upon in an amendment to Your order

Service Project Name: Document Management [Batch Preparation Filename Parse]
Legacy SKU: B103712

Description of Services	Oracle will provide the following Services: • Install and configure the Enterprise Document Management system, which includes the use of Batch Prep Parse ○ Services are included for up to 1 electronic feed • Perform setup and testing in one (1) non-production and one (1) production domain • Provide remote support for conversion assistance • Educate You on the configuration and operational procedures for maintenance purposes
Your Cooperation / Obligations	You are responsible for the following obligations: • Route images to a folder accessible by the Batch Prep service using SFTP, the standard method of transfer • Ensure files have appropriate patient and document type index information in the document's filename as outlined below: • BatchType^BatchName^EncounterNumber^MRN^DocumentAlias.tiff
Assumptions	Appropriate hardware and licensing are in place and You are current on Maintenance payments. • Application and project management duration will be the length of the project, estimated to be approximately eight (8) weeks.

Service Project Name: Document Management Millennium Filing and Bursting
Legacy SKU: B103854

Description of Services	Oracle will provide the following Services: • Perform and system test like-for-like migration of all current document feeds from *ApplicationXtender* Reports Management to Enterprise Document Management Filing and Bursting.
Your Cooperation / Obligations	You are responsible for the following obligations: • Provide resources for participation and completion of all implementation events. • Localize Model Experience testing scenarios to facility workflow, fully execute all testing activities, and complete signoff on testing. • Provide production-ready documents in standard image format. • Route documents to Oracle hosted data center via Secure File Transfer Protocol (SFTP) on Your defined frequency.
Assumptions	• You are on appropriate code level to support functionality – Oracle Health Millennium 2018.14. • Configuration will be built and tested in one (1) non-production environment and one (1) production environment. • The services set forth in this scope will be performed remotely.

Service Project Name: Ambulatory
Legacy SKU: B111712

Physician and Nursing Documentation	• Ambulatory physician documentation (Dynamic Documentation)) • Nursing documentation (PowerForms) • Manage nursing activities

	• The following specialties require additional licensing and work effort: Behavioral Health, Rehabilitation, Urgent Care, Oracle Health Oncology, and Women's Health.
Medication Process	• Document historical medications and compliance • Prescription writing with requisition printing and faxing • Oracle Health Electronic Prescription Orders and Renewal – prescription writing in PowerOrders capability • Point of Care Medication Administration – Patient and medication barcoding through tethered devices to satisfy five (5) rights checking ○ Assumes a shared formulary setup and medication markup across all included ambulatory facilities
Knowledge and Discovery	• Intelligent Medical Objects (IMO) – Ambulatory • ExitCare – Ambulatory (Patient Discharge Instructions for Ambulatory) • Enhanced Medical Necessity Content for Ambulatory
Assumptions	• Implementation is for configuration of the existing clinics in the El Centro domain as of execution of this Ordering Document

Service Project Name: Clinical Suite
Legacy SKU: B105543

Electronic Health Record (EHR)	• Clinical Data Repository • PowerOrders • Advanced Care Documentation • Medication Administration Record (MAR) • Inpatient Physician Documentation (Dynamic Documentation) • Order Sets /PowerPlans • Standard Interdisciplinary Plans of Care • Single EHR for all inpatient venues and ancillary departments • Online patient lists • View and graph results (for example, Laboratory, Radiology, Transcribed Documents, Documented Results, and Vitals) • Electronic signature and result notification • Clinician Order entry (multi-disciplinary including medications) • Nursing and interdisciplinary documentation • Manage nursing activities • Manage allergies, immunizations, problems, procedures, diagnosis, I and O • Prescription writing with requisition printing and faxing • Medication reconciliation for admits, transfers, and discharges • Nursing plans of care (PowerPlan) • Oracle Health Electronic Prescription Orders and Renewal – prescription writing in PowerOrders capability • Computerized Physician Order Entry (CPOE) • Point of Care Medication Administration – patient and medication barcoding through tethered devices to satisfy five (5) rights checking • MPages – standard venue-specific workflow MPages views • Internal system messaging (Message Center) • CareCompass includes a Multi-Patient Dashboard Summary, Activity List View, Single Patient View • Note – The following specialties require additional licensing and work effort: Behavioral Health, Rehabilitation, Urgent Care, Oracle Health Oncology, and Women's Health. Assumptions

General Scope – Consulting / Professional Services (CommunityWorks)

	• Shared admission and discern rules across all facilities • Shared order catalog across all facilities

Oracle Health Inpatient Pharmacy	• Configure consolidation of El Centro medication products to a single, shared formulary tool in the PION environment
	• Configure computer physician order entry (CPOE)
	  ○ Migrate existing Synonym virtual views for ELCE to PION domain
	  ○ Migrate existing Order sentences for ELCE to PION domain
	  ○ Migrate existing ELCE IV sets to PION domain
	  ○ Migrate existing ELCE frequencies to PION domain
	  ○ Migrate nurse witness setting from ELCE to PION
	  ○ Migrate existing ordersets from ELCE to PION
	Assumptions
	• Shared rules across all facilities
	• 1 Standard formulary with location specific flexing
	  ○ if both locations have a formulary item it would need to be the same price, rev code, charge number, cabinet ID etc.
	• Standardized price schedules
	• Standardized charging mechanisms (charge on admin)
	• Standardized synonym linking
	• Standardized med cabinet vendor
	
	Your Obligations
	• Maintain El Centro medications in the shared formulary tool once consolidation of products has been completed
	• Consolidation of formulary tool will be owned by ELCE and PION with one centralized governing body responsible for final say

Critical Care	The following processes will be documented utilizing the interactive flowsheet based on Model Experience Content for Adult ICU, PICU, and NICU: • Quick View Assessment • Systems Assessment • Lines and Devices Assessment • Ventilator Assessments • Respiratory Treatments and Assessments (e.g., Incentive Spirometry, Aerosol Therapy)

Health Information Management	• Configure necessary design updates and consolidations:
	  ○ Provider's patient chart deficiency analysis
	  ○ Deficiency letters
	  ○ Allocation dates
	  ○ Release of Information (ROI)
	  ○ Configuration of up to one hundred fifty (150) of Your ROI requestors
	  ▪ ROI requestor consolidation between both facilities
	  ○ Encoder Integration
	  ○ Profit Business Manager (PBM) Rules
	  ○ Loc Alias
	  ○ Access HIM Configuration Document
	  ○ Coding and Abstracting
	  ○ Virtual View folders
	  ○ Purge criteria rules
	  ○ Single document scanning
	  ○ Administrative Closure, per policy user
	  ○ Duplicate Notification Pool
	  ○ Refusal Inbox
	  ○ Operation Jobs

	○ Submission of network file printer for configuration ○ Deficiency document types ○ Rules relating to coding and analysis Assumptions • Configuration of localized data, as applicable, will align to Model Experience.
Knowledge Solutions	• *MediSource* Patient Specific – Oracle Health Multum Drug Database drug/drug, drug/allergy, drug/food checking • *CPT* • *ICD-10* compliant • Health Facts Reporting • Intelligent Medical Objects (IMO) – Acute Care • ExitCare – Inpatient (Patient Discharge Instructions for Inpatient)
Charge Services	Oracle will: • Consult to charge master consolidation and design • Configure: • Updates to charge master design to reflect consolidation • Updates to Charge Transformation rules to reflect consolidation and necessary updates • Update tiering logic design and configuration to reflect new facilities, billing requirements, and updates needed based on consolidation • Updates to Revenue Routing design as necessary, based on charge master consolidation You will: • Work with Oracle to complete the charge master consolidation no later than four (4) weeks prior to the first milestone event. • Perform unit testing and validation of the charge master prior to conversion Assumptions • Configuration of localized data, as applicable, will align to Model Experience. • Net new service lines will not be included • Any delay in the completion of Your responsibilities may result in the delay in the delivery and/or completion of Services.
Core Services	Core Services refer to the Oracle-identified common processes or tasks that are shared across clinical and administrative domains and applications, technical areas, and project or production tasks. Core Services are an integrated component to *Oracle Health Millennium* that has to be in place so other solutions can use it. Key items include physical location layout and personnel authorization. Oracle Responsibilities • Data collection and configuration of all physical layouts for acute patient care locations • Data collection and configuration of all provider and non-provider personnel accessing Oracle Health Millennium and their corresponding aliases ○ Duplicative providers and non-staff providers will be consolidated • Data collection and configuration of organization group(s) for an optional security level(s) that limits a user's access to view patient encounters • Data collection and configuration of Your, employer, post-acute, and place of service organizations and their components Assumptions • Configuration of localized data, as applicable, will align to Model Experience.
Oracle Health Remote Report Distribution Consulting	Oracle Health Remote Report Distribution (RRD) is Oracle's solution for sending outbound reports from various applications within Oracle Health Millennium. Outbound faxing • Oracle will work with You to design one (1) fax cover page.

	○ Consolidate existing fax cover page(s) • Any unverified fax device will be removed before conversion to prevent inadvertent disclosures. • Consolidate distributions as appropriate Assumptions • Configuration of localized data, as applicable, will align to Model Experience.
Clinical Reporting XR	Clinical Reporting XR is Oracle Health's solution for initiating and processing clinical reports. A clinical report (chart) is a document containing patient demographic and clinical result information. Clinical Reporting XR draws information entered throughout *Oracle Health Millennium* to print on reports generated by manual and automated processes. • Product Reports ○ Oracle will work with You to design the formatting of the headers and footers on reports. ○ Oracle will help determine if clinical reports should be produced automatically or on demand. Assumptions • Configuration of localized data, as applicable, will align to Model Experience.

Service Project Name: Device Integration – Laboratory
Legacy SKU: B103738

Description of Services	Oracle Health will provide the following Services: • Conduct a solution overview focus group (remote, one (1) hour) with relevant client project team(s) including Laboratory Supervisor(s), LIS Analyst, Application Analyst, IS Analyst, Network Administrator, and Project Manager roles • Prepare mutually agreed-upon project plan outlining implementation events and activities • Configure *iBus* for connected devices, including drivers and required capabilities • Configure up to three (3) Oracle Connectivity Engine Terminal Servers (OCE TS), when connecting laboratory devices requiring serial device connectivity or onsite hardware for Transmission Control Protocol (TCP) connections • Collaborate with Your project team(s) through configuration and verification of assay alias mapping from the device to the electronic health record • Collaborate with Your project team(s) through troubleshooting and the resolution of issues that arise during testing • Provide up to three (3) specialized solution training sessions, each comprised of up to two (2) hour events, as outlined in the project plan • Complete an installation per interface in one (1) production and one (1) non-production environment • Number of Lab Medical Device Interfaces to be implemented: Up to 17 ○ Lab Medical Device Interfaces include Unidirectional, Bidirectional, Microbiology, Point of Care, Multiplexor, and Robotic connections. ▪ Services are scaled for every 5+ devices managed by the multiplexor middleware, applicable to same engagement and timeline ▪ Services are scaled for every 10+ devices managed by the robotics middleware, applicable to same engagement and timeline • Number of facilities to be implemented: 1 • Oracle Health will provide on-site support for one (1) go-live event with up to 40 hours of dedicated support, including medical device cutover and three (3) days 12 hour support • Oracle Health Consulting will provide 30 days of on call support post the go-live date, during normal business hours (Mon-Fri 8a-4p CST)
Your Cooperation / Obligations	You are responsible for the following obligations: • Configure and connect Oracle Health Medical Device Interface (MDI) device connectivity hardware and laboratory analyzers to the facility network as per the project plan • Perform all parameter testing and unit validation with all Oracle Health MDI devices in scope, as per project plan

	• Manage aspects related to Your equipment and medical devices located at Your facilities to include procurement, installation, management, and support • Provide connectivity from your facility to the iBus Cloud application through secured internet connection
Assumptions	• Any failures to meet your obligations or changes from contractual scope, deliverables, your cooperation, project assumptions, or any other aspect of Your order, may trigger a Change Request Form documenting the changes which will include an impact assessment to determine if additional fees or time will be needed to deliver the scope in the Ordering Document. Oracle shall not be obligated to perform, and You shall not be obligated to pay for, tasks related to any such changes unless agreed upon in an amendment to Your order

Service Project Name: Electronic Signature (eSignature)
Legacy SKU: B103871

Description of Services	Oracle will provide the following Services: • Build and system test Oracle Health Document Management Patient Electronic Signature environment to support patient access and procedural consent Electronic Signature workflows • Build and system test up to fifteen (15) electronic forms • Guide You in forms design for optimal workflow • Guide You in Oracle Health Model Experience workflows and processes related to signature capture • Provide advice on integration points related to upstream and downstream workflows related to document imaging • Provide virtual education on signature device configuration
Your Cooperation / Obligations	You are responsible for the following obligations: • Provide resources for participation and completion of all implementation events • Localize Model Experience testing scenarios to facility workflow, fully execute all testing activities, and complete signoff on testing • Provide to Oracle production-ready forms in PDF file format at the beginning of the project • Manage all content changes to forms including, but not limited to, logos, verbiage, headers, or footers
Assumptions	• You may need to adjust form layout and/or content for optimal digital processes • You are on appropriate code level – Oracle Health Millennium 2018.15 or higher – for procedural consent workflows • Configuration will be built and tested in one (1) non-production environment and one (1) production environment

Service Project Name: Work Queue Management
Legacy SKU: B103914

Description of Services	Oracle will provide the following Services:
	• Conduct design sessions; topics will include:
	  o Project planning
	  o Imaging process and workflow
	  o Work queue processing
	• Integration with existing fax infrastructure or network-based scanners (based off of licensure included/owned)
	• Conduct up to two (2) rounds of integration testing
	  o Lead first round of testing and use second round to train Your superusers
	• Work Queue Management installed and configured as outlined in this scope
	• Knowledge transfer for maintenance purposes
	• Superuser training for the as-built system

Your Cooperation / Obligations	You are responsible for the following obligations: • Conduct end-user training and create training documentation

	• Procure compatible fax server
Assumptions	• Number of domains: One (1) non-production and one (1) production domain • Number of clinics: Up to ten (10) clinics • Oracle Health Document Imaging is currently installed and working or being implemented in Your production environment. • Application and project management duration will be the length of the project, approximately six (6) months, if implemented independently. If implemented in conjunction with other projects, duration will adjust to overall project timeline.

Service Project Name: Patient Flow
Legacy SKU: B103742

Description of Services	Oracle will provide the following Services:
	• Onboard You to CareAware iBus Cloud environment (applicable only to CareAware Cloud clients)
	• Review current-state workflows and strategies for *Oracle Health Patient Flow*
	• Identify optimization opportunities for future-state workflows with alignment to *Oracle Health Patient Flow* design
	• Provide guidance on *Oracle Millennium* integration points and configuration
	  o Provide guidance on integration points and configuration and mapping of transfer, discharge, or transport requests for up to ten (10) orderables
	  o Provide guidance on integration points and configuration and mapping of attributes for up to twenty-five (25) orders or clinical events included in this Scope
	• Configure locations and personnel where *Oracle Health Patient Flow* will be deployed
	  o Locations and personnel from Oracle Health Millennium Platform for acute care facilities
	  o Configure up to six (6) location attributes per acute care bed
	• Perform up to two (2) rounds of integration testing
	  o Facilitate unit testing sessions
	  o Facilitate the first round of integration testing to drive the validation of future-state workflows
	• Use integration testing to train Your superusers for the second round
	• Assist in troubleshooting and resolving issues that arise during Your testing
	• Configure standard *Oracle Health Patient Flow* gadgets and solution permissions for role-based security
	  o Create standard permission groups which will be configured based on user roles (role-level authorizations)
	  ▪ Configure up to fourteen (14) standard permission groups which will be configured based on user roles (role-level authorizations)
	  o Enable Organizational Security to match *Oracle Millennium* User organization assignments, if multi-facility deployment
	  o Assist You in recommended gadget layout for end-users
	• Configure notifications to email via Simple Mail Transport Protocol server to location
	  o Configure up to seven (7) milestone state change notifications to email via Simple Mail Transport Protocol server to location
	  o Creation of notifications and how they are routed may require additional hardware, solutions, or professional services (for example, dynamic triaging and escalation of alerts to Voice over Internet Protocol phone systems as the primary messaging vehicle would require Oracle Health EHR Nursing Mobility in addition to Care Team Assignments or Clairvia Assignment Manager)
	• Provide a set of standard reports for *Oracle Health Patient Flow* using *CareAware* Reporting
	• Perform maintenance training on *Oracle Health Patient Flow* solution build tool

	• Conduct up to one (1) train-the-trainer event as defined by the Oracle provided agenda on the use of Oracle Health Patient Flow in preparation for user training for up to ten (10) attendees • Go-Live support up to four (4) consecutive days total; up to three (3) days for twelve (12) hour day shifts and up to one (1) day for four (4) hour day shift as mutually agreed upon in a command center setting with on-call technical support throughout the night shift for critical issues • Provide remote technical support for up to thirty (30) days post go-live (upon close of this time frame, support should be organized through the standard support channels) o Post Go-Live Level 2 application support Monday through Friday, 8 am – 4 pm Central Time
Your Cooperation / Obligations	You are responsible for the following obligations: • Responsible for all aspects related to Your-owned equipment and medical devices located at Your facilities (such as procurement, installation, management, and support) • Provide connectivity from Your facility to the iBus Cloud application via secured internet connection (applicable only to CareAware Cloud clients) o Dedicated telecommunication circuit from You to Oracle Data Center can be leveraged. Additional fees will apply for new circuit deployment. • Assist in *Oracle Health Patient Flow* design to meet workflow needs • Create and execute integration testing scripts to validate future-state workflows against feature functionality • Perform required build and design changes to current *Oracle Millennium* platform and other integrated solutions • Define downtime processes with Oracle's assistance as needed • Perform all super-user and end-user training • Create training materials for future state while leveraging *Oracle Health Patient Flow* • Conduct and manage the second integration testing event • Ensure appropriate network design and coverage is available for mobile device utilization in all areas in scope • Ensure mobile devices in scope meet minimum system requirements for *Oracle Health Patient Flow* integration • Validated mobile devices must be leveraged for Environmental service and Transport service workflows
Assumptions	• Project delivery is designed for a 6 to 8-month implementation from project kickoff to conversion o Build, design, and configuration are performed remotely o Integration testing, maintenance training, train-the-trainer, and conversion support are performed on-site • Installation is limited to three (3) environments (one (1) production and two (2) non-production) • Scope assumes that Oracle Health CareAware iBus Platform and CareAware Reporting, along with the CareAware iAware framework are installed and configured to the minimum version required for Oracle Health Patient Flow in accordance with Oracle's capacity management system requirements • Validated mobile devices meeting capacity management system requirements must be leveraged for Your environmental service and transport service techs workflows • Services set forth in this Scope require a single common design, build, and shared key project milestone events for all facilities. o The need for separate project events for each facility will require execution of a separate Ordering Document to support implementation request. • On-site training classes will be conducted in a shared location for multiple facilities and/or departments in scope • Conversion support assumes a single go-live date for multiple departments or facilities, up to forty (40) hours. o You will designate two (2) Users per department to be trained on Oracle Health Patient Flow during User training; these designated superusers will be expected to drive clinical adoption during conversion providing go-live support.

	○ Additional Services may be required if further Oracle support, in terms of associates or length of shifts, is requested at the time of conversion. ○ Oracle will provide one (1) assigned associate to work in a command center environment during the day shift and provide on-call technical support as needed through the night shift. • "Critical issues" shall mean technical issues impacting patient throughput operations that occur outside, and cannot await, the hours of 8 am to 5 pm Central Time during the period of Conversion Support • Oracle Health Patient Flow, Oracle Health Clinical Operations Whiteboard, and Oracle Health Command Center Dashboard are all implemented on a single shared implementation timeline with shared resources and events.

Service Project Name: Clinical Operations Whiteboard
Legacy SKU: B103726

Description of Services	Oracle will provide the following Services: • Review current-state workflows and strategies for Oracle Health Clinical Operations Whiteboard • Identify optimization opportunities for future-state workflows with alignment to Oracle Health Clinical Operations design • Provide recommendations on the selection of necessary Oracle Health Clinical Operations Whiteboard hardware and its placement on Your nurse stations in scope • Provide Model content for design of whiteboard including the identification of up to twenty (20) barriers to patient transitions for the design of up to three (3) discharge progression unit locations as defined by the Oracle provided agenda • Deploy required Oracle Health Clinical Operations Whiteboard product capabilities into Your Oracle Health CareAware Platform • Configure ○ Oracle Health Clinical Operations Whiteboard in iCommand build tool according to Model Experience ○ Locations and personnel from Oracle Health Millennium Platform for acute care facilities where Oracle Health Clinical Operations Whiteboard will be deployed ○ Integration mapping of attributes for up to twenty-five (25) orders or clinical events ○ Up to three (3) unique indicator profiles • Participate in up to one (1) integration testing event • Perform maintenance training on Oracle Health Clinical Operations Whiteboard solution build tool • Conduct up to one (1) train-the-trainer event on Oracle Health Clinical Operations Whiteboard and Discharge Progression Process Improvement as defined by the Oracle provided agenda in preparation for user training ○ Up to one (1) session with Your clinical education lead(s) for each of the expected huddle role participants (board facilitator, charge nurse, case manager and bedside nurse) ○ Provide huddle role cards for each expected role • Go-live support up to four (4) consecutive days total; up to three (3) days for twelve (12) hour day shifts and up to one (1) day for four (4) hour day shift as mutually agreed upon in a command center setting with on-call technical support throughout the night shift for critical issues • Provide remote technical support for up to thirty (30) days post go-live (upon close of this time frame, support should be organized through the standard support channels) ○ Post Go-Live Level 2 application support Monday through Friday, 8 am – 4 pm Central Time
Your Cooperation / Obligations	You are responsible for the following obligations: • Responsible for all aspects related to equipment owned by You and medical devices located at Your facilities (such as procurement, installation, management, and support)

	• Provide connectivity from Your facility to the iBus Cloud application through secured internet connection (applicable only to Oracle Health CareAware Cloud clients) o Dedicated telecommunication circuit from You to Oracle Data Center can be leveraged. Additional fees will apply for new circuit deployment. • Provide Oracle with Your standard documentation of unit level discharge progression huddle times, participants, scripts, and expected outcomes for key performance indicators • Assist in *Oracle Health Clinical Operations Whiteboard* solution and *Discharge Progression* design to meet workflow needs • Define and execute unit testing scripts to validate future-state workflows against feature functionality • Create training materials for future state while leveraging *Oracle Health Clinical Operations Whiteboard with Discharge Progression Process Improvement* • Perform all super-user and end-user training • Provide education to Your identified individuals on each implementation unit in the Board Facilitator role to drive throughput and discharge process functions per recommended guidelines prior to the discharge progression conversion event • Setup and configure the hardware necessary for Oracle Health Clinical Operations Whiteboard including any required auto launch scripts • Perform any required build and design changes to current *Oracle Health Millennium* Platform and other integrated solutions

Assumptions	• Project delivery is designed for a four (4)- to six (6)-month implementation from project kickoff to conversion.
	  o Build and design of the Oracle Health Clinical Operations Whiteboard will be performed remotely.
	  o Integration Testing, maintenance training, and train the trainer performed on-site.
	• Installation is limited to three (3) environments (one (1) production and two (2) non-production)
	• Dashboard views and deployment will include generic authentication and authorization based on location workflow needs.
	• Scope assumes that Oracle Health CareAware Platform is configured to the minimum version required for Oracle Health Clinical Operations Whiteboard in accordance with Oracle's capacity management system requirements.
	• Services set forth in this scope require a single common design, build, and shared key project milestone events for all facilities.
	  o The need for separate project events for each facility will require a separate Oracle Health Ordering Document to support the implementation request.
	• On-site training classes will be conducted in a shared location for multiple facilities and/or departments in scope
	• Conversion support assumes a single go-live date for multiple departments or facilities, up to forty (40) hours.
	  o You will designate two (2) users per department to be trained on Oracle Health Clinical Operations Whiteboard during user training; these designated Users will be expected to drive clinical adoption during conversion providing go-live support.
	  o An additional scope and Oracle Health Ordering Document may be required if additional Oracle support, in terms of associates or length of shifts, is requested at the time of conversion.
	  o Oracle will provide one (1) assigned associate to work in a command center environment during the day shift and then provide on-call technical support as needed through the night shift.
	• "Critical issues" shall mean technical issues impacting patient throughput operations that occur outside, and cannot await, the hours of 8 am to 5 pm Central Time during the period of Conversion Support
	• Oracle Health Patient Flow, Oracle Health Clinical Operations Whiteboard, and Oracle Health Command Center Dashboard are all implemented on a single shared implementation timeline with shared resources and events.

Service Project Name: Command Center Dashboard
Legacy SKU: B103772

Description of Services	Oracle will provide the following Services:
	• Review current-state workflows and strategies for Oracle Health Command Center Dashboard
	• Identify optimization opportunities for future-state workflows with alignment to Oracle Health Command Center Dashboard design
	• Deploy required Oracle Health Command Center Dashboard product capabilities into Your Oracle Health CareAware Platform
	• Configure
	  o Oracle Health Command Center Dashboard configurations in CareAware build tools according to Model Experience
	  o Locations and personnel from Oracle Health Millennium Platform for acute care facilities where Oracle Health Command Center Dashboard will be deployed
	  o Up to two (2) facility level views for each acute care facility in scope
	  o Up to three (3) enterprise level views leveraging acute care facility locations in scope
	  o Up to one (1) mobile layout per view for Oracle Health Command Center Dashboard
	  o Solution security controlled by the Oracle Health Command Center Dashboard Uniform Resource Locator published to user's Citrix shortcut access using web portal and iCommand permissions at user's position level
	• Participate in up to one (1) integration testing event
	• Perform maintenance training on Oracle Command Center Dashboard solution build
	• Conduct up to one (1) train-the-trainer event on Oracle Health Command Center Dashboard as defined by the Oracle provided agenda in preparation for Your user training
	• Assist You with the final validation of data analysis in production prior to go-live
	• Go-Live support up to four (4) consecutive days total; up to three (3) days for twelve (12) hour day shifts and up to one (1) day for four (4) hour day shift as mutually agreed upon in a command center setting with on-call technical support throughout the night shift for critical issues
	• Provide remote technical support for up to thirty (30) days post go-live (upon close of this time frame, support should be organized through the standard support channels)
	  o Post Go-Live Level 2 application support Monday through Friday, 8 am – 4 pm Central Time

Your Cooperation / Obligations	You are responsible for the following obligations: • Establishment and operationalizing of a physical Command Center space if You deem appropriate at time of engagement • Setup and configure the hardware necessary for Oracle Health Command Center Dashboard, including any required auto launch scripts • Complete solution testing to validate Oracle Health Command Center Dashboard build • Complete any build or design changes to current Oracle Health Millennium Platform solutions required to support Command Center Dashboard • Complete any build or design changes to current third-party solutions required to support Command Center Dashboard • Complete Constraints: Approaching and Out of Bounds Data Collection Workbook (DCW) o This DCW will be used by Oracle to build out visual-colored cues that will display on the Oracle Health Command Center Dashboard when a metric is approaching or is out of bounds. • Identify optimization opportunities for future-state workflows while utilizing Oracle Health Command Center Dashboard • Complete final validation of Oracle Health Command Center Dashboard data analysis in production with Oracle's assistance prior to go-live

Assumptions	• Scope includes:
	  o Oracle Health Command Center Dashboard implementation for Your acute care facility(s) listed in the 'Facilities' section of this Oracle Health Ordering Document and implementations for the quantity set forth in the 'Solutions' section of this Oracle Health Ordering Document.
	  o Single/common enterprise design and build for all identified facilities as it relates to Command Center Dashboard
	• Modifications to the implementation of the proposed solutions to meet specifications for individual facilities will result in additional Services and fees
	• This scope will follow Oracle's standard implementation methodology
	• Oracle will configure Oracle Health Command Center Dashboard locations for the acute care locations where Oracle Health Command Center Dashboard will be deployed
	• Project delivery is designed for an estimated four (4)-six (6) months from implementation delivery to conversion
	  o Kickoff, design, build, and solution configuration performed remotely
	  o Integration testing, maintenance training, and train-the-trainer performed on-site as one shared project event
	  o Conversion support will be performed on-site
	• Installation is limited to three (3) environments (one (1) production and two (2) non-production)
	• Oracle Health CareAware Platform and Oracle Health Patient Flow is configured to the minimum version required for Oracle Health Command Center Dashboard in accordance with Oracle's capacity management system requirements
	• Services included require a single common design and build, and shared key project milestone events for all facilities
	• On-site training classes will be conducted in a shared location for multiple facilities and/or departments in scope. Conversion support assumes a single go-live date for multiple departments or facilities, up to forty (40) hours
	  o You will designate up to ten (10) superusers to be trained on Oracle Health Command Center Dashboard during super-user training; these designated superusers will be expected to drive clinical adoption during conversion providing go-live support
	  o Additional Services may be required if further Oracle support, in terms of associates or length of shifts, is requested at the time of conversion
	  o Oracle will provide one (1) assigned associate to support the conversion event during the day shift and provide on-call technical support as needed through the night shift
	• "Critical issues" shall mean technical issues impacting patient throughput operations that occur outside, and cannot await, the hours of 8 am to 5 pm Central Time during the period of Conversion Support
	• Oracle Health Patient Flow, Oracle Health Clinical Operations Whiteboard, and Oracle Health Command Center Dashboard are all implemented on a single shared implementation timeline with shared resources and events.

Service Project Name: Nuance Dragon Medical One
Legacy SKU: B103862

Description of Services	Oracle will provide the following Services: • Prepare mutually agreed-upon project plan outlining implementation events and activities • Provide Data Collection Workbook (DCW) to You • Conduct a discovery call as outlined in the project plan

General Scope – Consulting / Professional Services (CommunityWorks)

	○ Determine facilities, departments, or units that are included in scope ○ Define roles and responsibilities of Installation Services participants ○ Define facilities, group structure created, and users assigned to groups ○ Determine timelines for implementation and projected go-live date ○ Confirm access to Your Nuance Management Center (NMC) ○ Review Your workstations to verify they meet the minimum requirements of the Nuance Dragon ○ Confirm pre-installation requirements have been completed • Install Nuance Dragon Medical One • Install and configure up to five (5) of Your workstations for one (1) facility • Conduct post-installation validation confirming and updating as necessary ○ Sites, group structure created, and users assigned to groups ○ Roles function as expected (e.g. NMC Administrator and Speech Recognition User, etc.) ○ Create up to six (6) Dragon Administrator accounts ○ Verify with Your Dragon Administrators that user profiles were created and are properly licensed • Conduct NMC Administrator remote training ○ Conduct one (1) four (4) hour Nuance Dragon Administrator Training session for up to six (6) of Your Nuance Dragon Administrators ○ Provide a technical review of the Nuance Dragon solution, troubleshooting tips and tricks, escalation paths and responsibilities, and frequently asked questions • Support go-live, cutover, and post go-live remotely for 30 days during normal business hours • Conduct a meeting to transition to Oracle support 30 days post go-live as per project plan
Your Cooperation / Obligations	You are responsible for the following obligations: • Install supporting software onto Your workstations to meet minimum requirements of Nuance Dragon as applicable • Attend and participate in all scheduled meetings outlined in the project plan • Attend and participate in Administrator training • Complete the DCW • Configure Virtual Desktop Infrastructure, as applicable • Install Nuance Dragon Medical One on Citrix/VMware servers, if Client hosted • Maintain Nuance Management Console administration
Assumptions	• Completion of certain tasks are dependent on the availability of Your technical personnel for verification and testing • Oracle will provide installation services for remotely hosted clients • Oracle will consult on first install for Your hosted Citrix or VMware servers • Your workstations meet minimum requirements • Technical support will be provided for 30 business days post-go-live of first go-live event • After initial go-live event, support will transition to the Oracle Health Product Support organization • Additional fees may apply to have Oracle assist in the configuration of Your Virtual Desktop Infrastructure • Normal business hours are Monday – Friday, 8am - 5pm CT

Oracle Health Patient Portal Cloud Service Ambulatory ASP Migration
Part #: B110525

Description of Services	Oracle will provide the following Services: • Prepare a mutually agreed upon estimated project timeline and project plan. • Conduct project status meetings as per project plan. • Guide You through the provisioning activities provided by Oracle. • Document Your design decisions impacting features and workflows, in the Oracle provided tools. • Configure the new Oracle Health Patient Portal, dashboard layout, branding, and theming, based on Your existing configuration and as available within the Oracle provided design guide. • Migrate existing Oracle Health Patient Portal patient accounts and configuration to the new Oracle Health Patient Portal according to the agreed upon project timeline and project plan. • Establish applicable Uniform Resource Locator (URL) redirects from existing Oracle Health Patient Portal instance to the new Oracle Health Patient Portal architecture. • Conduct testing based on design decisions made by You in the production environment prior to initial activation (Go Live). • Conduct one (1), one hour (1) virtual train-the-trainer session to Your designated team on industry standards for successful enrollment and patient engagement. • Build Oracle Health Patient Portal in one (1) non-production and one (1) production environment. • Provide documentation outlining the recommended support and ongoing maintenance activities. • Provide access to Oracle training materials and online help pages to users identified by You. • Provide ten (10) days of post Go Live support following initial activation (Go Live) during Your normal business hours. o Triage and troubleshooting expertise for unresolved break-fix issues. o Break-fix issue resolution for Your design and configuration as documented in Oracle tools. • Transition You to the appropriate support team as defined in Your contract up to ten (10) days post Go Live as applicable.
Your Cooperation / Obligations	You are responsible for the following obligations: • Review and mutually agree to the estimated project timeline no less than two (2) weeks prior to the Project Initiation Gateway. • Collaborate with Oracle to create a mutually agreed upon project plan. • Collaborate with Oracle to plan, track, and report on project progress with processes based on Oracle's guidelines, templates, and tools. • Provide Your project team access to the Oracle provided project tools for the duration of the project. • Establish internal communication plan, deployment strategy, and governance. • Complete the provisioning activities provided by Oracle. • Perform the Oracle Health Millennium Platform domain build steps provided by Oracle. • Complete configuration and management of a Security Assertion Markup Language 2.0 identity management solution. • Localize Oracle provided training materials as needed. • Provide the following first-tier User support at Go Live: o Answer basic system questions. o Maintain a library of electronic and printed system reference materials for use in answering user questions and resolving basic incidents and problems. o Log tickets with relevant contact and issue information. o Route user tickets to the appropriate party. o Perform password resets. o Troubleshooting and Break-Fix issue resolution. o Perform System Maintenance. • Transition to the appropriate support team as defined in Your order up to ten (10) days post Go

	Live, as applicable.
Assumptions	• The following are required to be in-place prior to the commencement of the Services: o Agreement(s) for relevant Oracle Health third-party offerings to enable configuration within the Oracle Health Patient Portal. o Your domain is configured to pull patient and proxy relationships from Oracle Health Millennium domain using the authorized representation model. o Oracle Direct, CareAware Multimedia, and Continuity of Care Document (CCD) templates required for Promoting Interoperability (formerly Meaningful Use (MU)) Stage 2 and 3 requirements. • The commencement of Services is dependent on Your readiness from a resource availability, strategy, and data standpoint. • All activities set forth herein are related to the setup of Oracle Health Patient Portal and the associated Oracle Health Patient Portal architecture and are not for implementation and integration of any third-party applications, outside of Oracle Health Third-Party Offerings. • Oracle Health Patient Portal is to be configured for the Consumer Persona (a Patient or Proxy Representative) only. • If You are using non-Oracle Health identity provider (IdP), You are responsible for the configuration and management of a Security Assertion Markup Language 2.0 identity management solution. • All data sent inbound to Oracle Health Patient Portal from an external network will use the existing virtual private network (VPN) connection from your network, with other VPN solutions or network connections evaluated by Oracle and mutually agreed upon. • All work will be performed remotely, any requirement to perform work onsite would require additional contracting.
Trademarks	• CCD is the registered trademark of Health Level Seven International (HL7), and the use of this trademark does not constitute an endorsement by HL7.

Unified Consumer Communications Implementation (Up to Quantity 1) (B103910)

Defined Terms	• **Cerner Technology Center (CTC)** means the Oracle data center(s) intended to provide uninterrupted power and service for Oracle-hosted clients.

Description of Services	Oracle will provide the following Services:
	• Assist in implementing and training on up to five (5) use cases prior to project go-live.
	  o Use cases are defined as a set of unique automations configured in the communications management tool. You shall implement any and all remaining use cases within the scope included in this Order.
	  o A single use case can be up to five (5) automations, or one (1) "Conversation Builder" workflow.
	• Configure use case automations at the enterprise level and customize for up to ten (10) practices.
	  o The most common use cases include, but are not limited to:
	  ▪ Safe Wait / Virtual Waiting Room
	  ▪ Appointment reschedule workflow
	  ▪ Pre-visit instructions
	  ▪ Post-visit follow-up
	  ▪ No show follow-up
	  ▪ Automated responses and internal routing of common questions – billing, prescription refill
	  ▪ Portal self-enrollment push before or after a visit
	  o Broadcast messaging, one-time campaigns, and appointment reminders do not count against the fifteen (15) use cases.
	  o Regular, recurring campaigns such as, quarterly campaign messaging for patients due for a gap in care, will count as a use case.
	• Configure up to five (5) practices for testing purposes in non-production environment.
	• Coordinate with Your staff on implementation and project management.
	• Assist with domain strategy and deployment delivery.
	• Provide standard testing plan template for use in creation of Your testing strategy.
	• Assist You in capturing policies and procedures related to the use of Artera.
	• Provide guidance to Your team on best practices with patient engagement.
	• Coordinate customization of new enterprise for end users to leverage to for patient messaging.
	• Coordinate setup of Single Sign On (SSO) between Oracle Health Millennium Platform and administrative tooling.
	• Capture design decisions and implement automations in English.
	• Complete end-point whitelisting for connectivity for Fast Healthcare Interoperability Resources 1 (FHIR) Appointment Application Product Interface (API).
	• Attend weekly project status meetings as defined in the project plan.
	• Conduct one (1) day activation (go-live) event with You as defined in the project plan.
	• Provide conversion support during normal business hours (8 AM–5 PM CST) for two (2) weeks post-conversion.
	• Provide access to standard training materials and online help pages to users identified by You.
	• Provide a monthly Executive Status Summary (ESS) to track progress and risks for this implementation.
	• Conduct one (1) train-the-trainer event lasting up to one (1) hour to an agreed upon list of participants.
	• Conduct one (1) maintenance training event lasting up to one (1) hour to an agreed upon list of participants.
	• Provide access to information sources such as community calls, Illuminations, and uCern groups which will connect You to solution and content information to users identified by You.

Your Cooperation / Obligations	You are responsible for the following obligations: • Grant Oracle Health front-end and back-end access to domains.

	• Identify the value objectives of this implementation. • Establish internal communication plan, deployment strategy, and governance. • Provide resource availability and experience for design, training, and implementation that aligns with each proposed use case and any department-required resources such as clinical application analyst, IT analyst, and project manager. • Complete requested data collection worksheets (DCWs), extract of Your location hierarchy, or other information required for system configuration. • Conduct system testing and validation. • Complete development and execution of a test script, testing, and assist with troubleshooting. • Provide Form W-9 or other tax documents to facilitate exchange of information with mobile carriers. • Provide documentation to support text enabling an existing phone number. • Review training materials and utilize reference manuals and documentation. • Provide future ongoing train-the-trainer classes. • Complete requested data collection worksheets (DCWs), extract of Your location hierarchy, or other information required for system build. • Localize training materials, create training plan, and train end users for initial implementation and subsequent end-user training. • Modify Oracle Health Millennium Platform Registration or Scheduling build, if necessary. • Complete online training using Artera Academy prior to accessing client portal. (Artera Academy is an online training platform with self-guided training for your users.) • Synchronize data values between Oracle and the foreign supplier; including building of code value aliasing within Oracle that will be required for interface processing. • Activate any additional supported languages through self-service portal; additional languages require Your review and approval of translation. (109 languages are supported via SMS and 23 supported via voice call.) • Add icon to desktop to ensure quick access for relevant staff members. • Determine use cases to be implemented, up to five (5) during the initial implementation, in addition to the appointment reminders. • Configure up to fifteen (15) use cases under the standard Unified Consumer Communications scope. Additional use cases beyond the fifteen (15) can be purchased for an additional fee. • Be responsible for additional use case configuration beyond the initial five (5), and any practice level customization of automations beyond the ten (10) practices covered above in the Oracle Tasks/Activities section. • Provide access to the electronic health record (EHR) domain to Oracle. • Configure Single Sign On (SSO), if You host Oracle Health Millennium Platform EHR. • Provide all first-tier, user support unless You contract with Oracle to provide such support. • Be responsible for any additional languages, workflows, or custom messaging. • Perform setup of additional or separate locations. • Establish a non-production domain to use for the duration of the project. • Satisfy the Health Insurance Portability and Accountability Act and other requirements to aggregate and disclose consumer personal health information. **Data Integration (applicable to client-hosted clients only)** • Connectivity. You are responsible for the requirements set forth herein only when You do not leverage Oracle's remote hosting services for its Oracle Health Millennium Platform EHR solutions including: o IBM WebSphere Application Server environment setup and configuration o Package installation o Enterprise Archive deployment • Other Virtual Private Network (VPN) solutions or network connections to the CTC will be evaluated on a case-by-case basis. • You will need to provide technical resources whenever possible to assist with the support of the VPN. • Additional hardware and software will be necessary to establish connectivity to Your EHR and the Oracle-hosted Oracle Health Patient Portal solution; such costs will be incurred by You and must be installed and configured prior to Oracle Health Patient Portal kickoff.

Assumptions	• Oracle and You will complete a design workbook with agreed-upon design decisions. • Oracle consulting engagement commencement is determined by the Your readiness from a strategy, data, and solution standpoint. • You and Oracle will work on this project concurrently on an agreed upon project timeline. • Oracle and You will complete build in one (1) production and one (1) non-production domain. • Oracle standard interface specifications are available upon request. • Real-time interfaces will conform to the Oracle universal interface (UI) specifications requirements, which are based upon the Health Level Seven International (HL7) standards as they relate to the Oracle Health Millennium Platform architecture. • Real-time interfaces will utilize Transmission Control Protocol/Internet Protocol (TCP/IP) for data transfer and will be Oracle Health Millennium Platform *HL7* UI compliant. • Custom scripting required outside the standard Oracle UI is expected to be performed within Your interface engine. If this is not possible or desirable, custom scripting can be performed within the Oracle Health Millennium Platform interface but may require additional hours and fees. • All work set forth herein will be performed remotely unless otherwise agreed upon by Oracle and You. • Any automations to be implemented with a third-party vendor shall count as two (2) use cases as it relates to the scope of this Order. • Users will have access to the enterprise and practice level analytics dashboards in the UCC web console. In addition, up to five (5) users will get access to the Advanced Analytics – Looker tool to view additional detailed reporting. • If a phased roll-out or support for additional go-lives is required, You can purchase additional services.
Trademarks	• HL7 and FHIR are the registered trademarks of Health Level Seven International, and their use of these trademarks does not constitute an endorsement by HL7. • IBM is a trademark of International Business Machines Corporation in the United States, other countries, or both.

Custom Professional Services - Continuum of Care (B110299)

Service Project Name: Rehabilitation for Therapies
Legacy SKU: B111715

Oracle Health Outpatient Physical Rehabilitation	Oracle will assist You with the implementation of: • Content for Oracle Health Outpatient Physical Rehabilitation including PowerForms to support Physical Therapy, Occupational Therapy, Speech Language Pathology, Vocational Rehab, and Allied Health • Content for Oracle Health Outpatient Physical Rehabilitation including Genviews (Patient Care Summaries) to support Physical Therapy, Occupational Therapy, Speech Language Pathology, and Allied Health • Certification Letter Rule, which supports and tracks the completion of the certification of the patient's plan of care • Messaging in relation to the documentation and communication processes • Institutional standards – Oracle will provide guidance for reviewing the policies, procedures, and by-laws effected by physician documentation. • This scope assumes Advanced Care Documentation has been implemented.

Custom Professional Services – Interoperability (B110302)

Service Project Name: HUB Orders and Results – Scheduling

Description of Services	Oracle will provide the following services: • Configure Scheduling Management for HUB Orders and Results
Assumptions	• Implementation will commence after the Go-Live event referenced in the General Scope section of this Ordering Document

Service Project Name: Interfaces HUB Orders and Results
Legacy SKU: B103756

Description of Services	Oracle will provide the following Services:
	• Configure the following interface services:
	  ○ An HL7 Orders (ORM) inbound interface to the Oracle Hub to Oracle Millennium from a non-Oracle system.
	  ▪ This is for lab and radiology orders.
	  ○ An *HL7* Observation Result (ORU) Discrete Results outbound interface from *Oracle Millennium* to the *Oracle Hub* to a non-Oracle system.
	  ▪ This is for lab (no discrete micro) and radiology results.
	• Create interface design(s).
	• Create site-specific interface specification document(s).
	• Build, code, and configure interface(s) to the Oracle Health interface specifications in up to one (1) non-production domain. Adjustments supported as part of the standard scope of services may include:
	  ○ Move existing data elements from one field to another in the same message
	  ○ Concatenate two (2) existing data elements
	  ○ Add or subtract leading zeroes to a numeric value
	  ○ Hard code a default value
	  ○ Set null field values
	  ○ Script basic conditional statements
	  ○ Configure repeating field filtering, such as PID-3, PID-4, and personnel fields
	  ○ Suppress transaction types
	  ○ Remove special characters from a field, such as dashes in a social security number
	• Migrate interface(s) to up to one (1) production domain and provide support for interface activation.

Your Cooperation / Obligations	You are responsible for the following obligations: • Synchronize data values between Oracle and the third-party supplier, including building of code value aliasing within Oracle that will be required for interface processing where customer has access to aliasing tools.

Assumptions	• Oracle interface specifications are available upon request.
	  ○ Real-time interfaces will conform to the Oracle Universal Interface (UI) specifications requirements, which are based upon the Health Level Seven International (HL7) standards as they relate to the Oracle Health Millennium Platform architecture.
	  ○ Batch interfaces will conform to the Oracle standard specification requirements, which are based upon the Accredited Standards Committee (ASC) X12 standards or flat file protocol as they relate to the Oracle Health Millennium Platform architecture.
	• Oracle transmission protocols:
	  ○ Real-time interfaces will utilize Transmission Control Protocol/Internet Protocol (TCP/IP) for data transfer and will be Oracle Health Millennium Platform HL7 UI compliant.
	  ○ Batch interfaces will utilize Secure File Transfer Protocol (SFTP) for data transfer and will be either Oracle Health Millennium Platform standard or ASC X12 compliant unless otherwise noted in the 'Oracle Scope of Services for Millennium Interfaces' section of this scope.
	• The services will be performed remotely unless otherwise agreed upon by Oracle and You.

	• Normal business hours are 8:00 am to 5:00 pm, Monday through Friday Central Time. o HL7 is the registered trademark of Health Level Seven International, and the use of this trademark does not constitute an endorsement by HL7. o Implementation will commence after the Go-Live event referenced in the General Scope section of this Ordering Document

Service Project Name: Interfaces Experian Patient Estimate Extracts
Legacy SKU: B103942

Description of Services	Oracle will provide the following Services: • Assist with the implementation of: o Health Level Seven International (HL7) Scheduling Information Unsolicited (SIU) appointment notification outbound interface from Oracle Millennium to a non-Oracle system, Experian. This includes modification to object script on outbound scheduling feed obtaining current procedural terminology, 4th edition (CPT4) code to, with placement in custom ZBS segments HL7 scheduling message • 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 Your validation testing of the interface • Attend regular project status meetings • Migrate interface to production domain and support interface activation • Provide conversion support during normal business hours (8 AM–5 PM CST)
Your Cooperation / Obligations	You are responsible for the following obligations: • Synchronize data values between Oracle and the foreign supplier; including building of code value aliasing within Oracle that will be required for interface processing • Modify Oracle Millennium application, if necessary • Create and execute interface test plans • Validate interface testing • Contract with Experian for any third party services required
Assumptions	• Oracle standard interface specifications are available upon request o Real-time interfaces will conform to the Oracle universal interface (UI) specifications requirements, which are based upon the Health Level Seven International (HL7) standards as they relate to the Oracle Millennium architecture. o Batch interfaces will conform to the Oracle standard specification requirements, which are based upon the X12 standards or flat file protocol as they relate to the Oracle Millennium architecture. • Oracle transmission protocols • Real-time interfaces will utilize Transmission Control Protocol/Internet Protocol (TCP/IP) for data transfer and will be Oracle Millennium HL7 UI compliant • Batch interfaces will utilize Secure File Transfer Protocol (SFTP) for data transfer and will be either Oracle Millennium standard or X12 compliant unless otherwise noted in the Oracle Responsibilities section. • Custom scripting required outside the standard Oracle UI is expected to be performed by You are within their own interface engine. If this is not possible or desirable, custom scripting can be performed within the *Oracle Millennium* interface but may require additional hours and fees. • 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. • You and Oracle will work on this project concurrently on an agreed upon project timeline. • You shall incur additional fees if services are requested outside of the standard scope specified in this Order.

	• Adjustments supported as part of the standard scope of services:
	  o Moving an existing data element from one field to another in the same message
	  o Concatenation of 2 existing data elements
	  o Addition or subtraction of leading zeroes to a numeric value
	  o Hard coding a default value
	  o Nulling fields
	  o Basic conditional statements
	  o Repeating field filtering, such as PID-3, PID-4, and personnel fields
	  o Suppressing transaction types
	  o Removing special characters from a field, such as dashes in a social security number
	• The following custom adjustments are outside the standard scope of services specified in this Order, and include any necessary Oracle-approved workaround:
	  o Querying data from standard Oracle Millennium tables and inserting into a field
	  o Full message character-string replacements
	  o Adding segments to a trigger not defined in Oracle Specifications
	  o Creating custom tables in Oracle Millennium, and inserting/updating/querying those tables
	  o Creating custom Z segments
	• Adjustments not supported:
	  o Modification of the clinical content of a result from any source, including OBX;3,4,5,6,7,8,11 and 14
	  o Creating custom insert statements to insert rows into standard Oracle Millennium database tables
	• All work set forth herein will be performed remotely unless otherwise agreed upon by Oracle and You.
	• Any travel costs related to providing these Services are Your responsibility.

Trademarks	HL7 is the registered trademark of Health Level Seven International, and its use does not constitute endorsement by HL7.

Service Project Name: Interfaces Flywire Interface
Legacy SKU: B103942
 	
Description of Services
	Oracle will provide the following Services:
	• Assist with the implementation of:
	  o Update existing lockbox inbound interface that receives patient payment data from a non-Oracle system, Experian. This interface will follow the Oracle standard Lockbox Inbound interface specifications; however, instead of posting at the statement level, the transactions will post at the financial encounter level. A financial encounter must exist in the system so payments can be captured on the encounter or else payments will post to the general accounts receivable (A/R) account.
	  o Collections New Business outbound interface that sends new business data to a non-Oracle system, Flywire. Transactions will follow the Oracle standard Collections New Business outbound specifications.
	  o Collections Payments/Adjustments inbound interface that receives payment and adjustment data from a non-Oracle system, Flywire. Transactions will follow Oracle standard Collections Payments/Adjustments inbound specifications.
	  o Collections Returns/Comments inbound interface that receives return and comment data from a non-Oracle system, Flywire. These transactions will follow the Oracle standard Collections Returns/Comments inbound specifications.
	• 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 Your validation testing of the interface
	• Attend regular project status meetings
	• Migrate interface to production domain and support interface activation
	• Provide conversion support during normal business hours (8 AM–5 PM CST)

Your Cooperation / Obligations	You are responsible for the following obligations: • Synchronize data values between Oracle and the foreign supplier; including building of code value aliasing within Oracle that will be required for interface processing • Modify Oracle Millennium application, if necessary • Create and execute interface test plans • Validate interface testing
Assumptions	• Oracle standard interface specifications are available upon request o Real-time interfaces will conform to the Oracle universal interface (UI) specifications requirements, which are based upon the Health Level Seven International (HL7) standards as they relate to the Oracle Millennium architecture. o Batch interfaces will conform to the Oracle standard specification requirements, which are based upon the X12 standards or flat file protocol as they relate to the Oracle Millennium architecture. • Oracle transmission protocols o Real-time interfaces will utilize Transmission Control Protocol/Internet Protocol (TCP/IP) for data transfer and will be Oracle Millennium HL7 UI compliant o Batch interfaces will utilize Secure File Transfer Protocol (SFTP) for data transfer and will be either Oracle Millennium standard or X12 compliant unless otherwise noted in the Oracle Responsibilities section. • Custom scripting required outside the standard Oracle UI is expected to be performed by You are within their own interface engine. If this is not possible or desirable, custom scripting can be performed within the *Oracle Millennium* interface but may require additional hours and fees. • 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. • You and Oracle will work on this project concurrently on an agreed upon project timeline. • You shall incur additional fees if services are requested outside of the standard scope specified in this Order. • Adjustments supported as part of the standard scope of services: o Moving an existing data element from one field to another in the same message o Concatenation of 2 existing data elements o Addition or subtraction of leading zeroes to a numeric value o Hard coding a default value o Nulling fields o Basic conditional statements o Repeating field filtering, such as PID-3, PID-4, and personnel fields o Suppressing transaction types o Removing special characters from a field, such as dashes in a social security number • The following custom adjustments are outside the standard scope of services specified in this Order, and include any necessary Oracle-approved workaround: o Querying data from standard Oracle Millennium tables and inserting into a field o Full message character-string replacements o Adding segments to a trigger not defined in Oracle Specifications o Creating custom tables in Oracle Millennium, and inserting/updating/querying those tables o Creating custom Z segments • Adjustments not supported: o Modification of the clinical content of a result from any source, including OBX;3,4,5,6,7,8,11 and 14 o Creating custom insert statements to insert rows into standard Oracle Millennium database tables • **All work set forth herein will be performed remotely unless otherwise agreed upon by Oracle and You.**

	• Any travel costs related to providing these Services are Your responsibility.
Trademarks	• HL7 is the registered trademark of Health Level Seven International, and its use does not constitute endorsement by HL7.

Service Project Name: Interfaces
Legacy SKU: B105502

Overview	• Oracle will provide professional services resources to assist You with the implementation of up to 100 interface connections of the below connection types: o Clinical Suite: ADT/Demographics Incoming, Results Incoming (discrete and displayable), Results Outgoing (discrete and displayable), Orders Outgoing, Clinical Documents Medical Document Management Incoming, Abstracted/Coded Data Outgoing, Billing Outgoing (Batch), Pyxis Medstation, OmniCell OmniRx, URL for Image Distribution, Vaccinations Outgoing o Inventory Suite: Purchase Order Acknowledgement Incoming, Purchase Order Outgoing, Accounts Payable Voucher Outgoing, Accounts Receivable to General Ledger Data Outgoing o Surgery Suite: Item Master Synchronization Incoming o Revenue Cycle Suite: ADT/Demographics Outgoing, Charges Incoming, Remittance Incoming, Statements Outgoing, Accounts Receivable to General Ledger Data Outgoing, Electronic Healthcare Claims Institutional and Professional Outgoing, State Reporting Outgoing, Accounts Payable Voucher Outgoing, Accounts Receivable Refunds Bidirectional, Collections Incoming and Outgoing, External Claim Editor Status Incoming o Add ons: Appointment Notifications Outgoing, Perioperative SIU Scheduled Case Outbound
Description of Services	Oracle will provide the following Services: • 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 Your 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).
Your Cooperation / Obligations	You are responsible for the following obligations: • Synchronize data values between Oracle and the foreign supplier, including building of code value aliasing within Oracle that will be required for interface processing. • Modify Oracle Health Millennium application, if required. • Create and execute interface test plans. • Validate interface testing. • You will declare all interface implementations required no later than ten (10) business days after the Workflow and Integration event.
Assumptions	• Oracle standard interface specifications are available upon request. o Real-time interfaces will conform to the Oracle Health universal interface (UI) specifications requirements, which are based upon the Health Level Seven International (HL7) standards as they relate to the Oracle Health Millennium architecture. o Batch interfaces will conform to the Oracle Health standard specification requirements, which are based upon the Accredited Standards Committee (ASC) X12 standards or flat file protocol as they relate to the Oracle Health Millennium architecture. • Oracle Health transmission protocols: o Real-time interfaces will utilize Transmission Control Protocol/Internet Protocol (TCP/IP) for data transfer and will be Oracle Health Millennium HL7 UI compliant. o Batch interfaces will utilize Secure File Transfer Protocol (SFTP) for data transfer and will be either Oracle Health Millennium standard or ASC X12 compliant unless otherwise noted in the 'Description of Services' section of this scope.

	• Custom scripting required outside the standard Oracle Health UI is expected to be performed within Your interface engine. If this is not possible or desirable, custom scripting can be performed within the Oracle Health Millennium interface but may require additional hours at Oracle's then-current fees for an Oracle resource to complete the work. This scope covers the initial configuration and testing of the interface in a designated non-production environment and one (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. • You and Oracle will work on this project concurrently on an agreed upon project timeline. • You shall incur additional fees if services are requested beyond this scope. • Adjustments supported as part of the standard scope of services: o Moving an existing data element from one field to another in the same message o Concatenation of two existing data elements o Addition or subtraction of leading zeroes to a numeric value o Hard coding a default value o Nulling fields o Basic conditional statements o Repeating field filtering, such as PID-3, PID-4, and personnel fields o Suppressing transaction types o 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 Oracle-approved workaround: o Querying data from standard Oracle Health Millennium tables and inserting into a field o Full message character-string replacements o Adding segments to a trigger not defined in Oracle Specifications o Creating custom tables in Oracle Health Millennium, and inserting/updating/querying those tables o Creating custom Z segments • Adjustments not supported under this scope: o Modification of the clinical content of a result from any source, including OBX;3,4,5,6,7,8,11 and 14 o Creating custom insert statements to insert rows into standard Oracle Health Millennium database tables • All work set forth herein will be performed virtually unless otherwise agreed upon by Oracle and You. • Interface implementation may not be possible in schedule one implementation if You delay associated deliverables and/or third-party engagement.
Trademarks	*HL7* is the registered trademark of *Health Level Seven International,* and their use of this trademark does not constitute an endorsement by *HL7*.

DECENTRALIZED PHARMACY INTERFACES			
Supplier	**Model**	**Protocol**	**Qty**
Pyxis	MedStation	ADT, Orders, and Drug Profiling Outbound, Billing Inbound, Pocket Load/Unload Inbound	1
Omnicell	OmniRx Dispensing Cabinets	ADT, Orders, and Drug Profiling Outbound, Billing Inbound, Pocket Load/Unload Inbound. Assumes single connection to Omnicell	1

Custom Professional Services - Project Management (B110304)

Service Project Name: Engagement Management [Learning]
Legacy SKU: B105593

Oracle Health Learning Framework	• Methodology Alignment and Strategic Change Workshop • Learning portal professional services support • Education Optimization Workshop • Oracle Learning Consultant will engage with Your designated Learning Coordinator to consult to learning deliverables. • You will own localization of end-user training materials and will be responsible for delivering end-user training.

Custom Professional Services - Reporting and Analytics (B110305)

Service Project Name: Hospital Quality Reporting
Legacy SKU: B105633

Scope Overview	• Hospital Inpatient Quality Reporting (HIQR) content is supportive of the current Joint Commission/Centers for Medicare and Medicaid Services (CMS) version of Core Measures. • The package information below is reflective of the latest Joint Commission/CMS version of the Core Measures set for the following conditions: ○ Oracle Health Hospital Quality Reporting – Core Measures • The standard scope assumes utilization of Oracle's HIQR content. eQualityCheck is designed to meet the electronic submission requirements for quality of care in the United States that the CMS, The Joint Commission (TJC) and other entities have mandated. • The standard scope includes electronic submission to CMS to support Hospital Inpatient Quality Reporting (IQR)/Outpatient Quality Reporting (OQR). • Oracle has designed both Core Measure Clinical Workflow and eQualityCheck to align with the CMS/Joint Commission data dictionaries and algorithms, so that data is collected in a structured manner and evaluated according to the published.
Implementation Standards	• Implementation includes both clinical and abstractor build into one (1) production and one (1) non-production domain and assumes go-live on most current version only.
Quality Measures Population View	Includes the implementation of the following: • MPages views to manage and monitor compliance of selected populations and identify potential additions to the population • Includes the ability to link directly to actionable components at the patient level • Identification of time sensitive interventions and communications
Clinical Workflow Components	• Quality Measure Components to support the clinical data capture of the HIQR requirements • Bedrock utilization for concept mapping of code sets, orders, and DTAs to support leveraging the current automation
eQualityCheck	• Bedrock utilization for concept mapping of code sets, orders, and DTAs to support leveraging the current automation • Real-time monitoring to support concurrent abstraction • Retrospective monitoring to support sampling of global measures and non-global measures
eMeasure Reporting	• Oracle has designed eMeasure reporting to align with the CMS Promoting Interoperability value sets and algorithms, so that data is collected in a structured manner and evaluated according to the published specifications. • Bedrock utilization for concept mapping of code sets, orders, and DTAs to support leveraging the current automation

Reporting Infrastructure	• Reports will be made viewable in InfoView within the *SAP BusinessObjects* framework.
Your Cooperation / Obligations	You are responsible for the following obligations: • Complete validation of electronic Clinical Quality Measure (eCQM) reports by Oracle Quality Clearinghouse lock dates published within portal and Quality Clearinghouse and eSubmission uCern prior to submission • 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 Oracle 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 • Select appropriate measures for current submission period for Oracle Submission within the Quality Clearinghouse by lock dates • Measure validation efforts • Oracle recommends checking a sample of every outcome from each measure including supplemental patient information.
Ongoing Support	• Standard scope assumes the ongoing support for electronic submission to CMS to support Hospital IQR/OQR measures as described and implemented in the Ordering Document, including additions to scope, over the term of the Ordering Document. • Support includes both clinical and abstractor build into one (1) production and one (1) non-production domain and assumes Your involvement in testing and data validation.

Custom Professional Services - Revenue Cycle (B110306)

Oracle Health Appointment Reminders Implementation – CommunityWorks Legacy SKU: B112515

Description of Services	Oracle Health will provide the following Services:
	• Prepare mutually agreed-upon project plan outlining implementation events and activities.
	• Complete build in one (1) of Your production and one (1) of Your non-production domains.
	• Configure standard message verbiage in English by location for:
	  o Instant booking message
	  o 7-Day reminder message
	  o 2-Day reminder message
	  o 1-Day reminder message
	  o Prior to implementation, You may request removal of any of the above milestone messages or request a change to the delivery day of any of these reminder messages.
	• Enable patient confirmation capture in Unified Consumer Communications (UCC) portal and in Oracle Health Millennium Platform or Soarian through Appointment API.
	• Enable patient cancellation capture in UCC portal and in Oracle Health Millennium Platform or Soarian through Appointment API.
	• Assist You with deployment delivery.
	• Provide standard testing plan template for use in creation of Your testing strategy.
	• Coordinate with You on implementation and project management.
	• Provide guidance on design decisions and achieving high adoption and patient engagement.
	• Collaborate with You to complete a design workbook outlining agreed-upon design decisions.
	• Configure appointment reminder automations at the enterprise level and customize for up to ten (10) practices.
	• Enable emergency facility-originated broadcast messaging such as inclement weather or delayed provider.
	• Provide connection to one (1) registration and scheduling application, Artera Health, when Oracle Health Millennium Platform or Soarian is the source of truth for registration and scheduling data.
	• Provide communication preferences selected in Oracle Health Millennium Platform or Soarian Registration on outbound Admit, Discharge and Transfer (ADT).
	• Build, code, and configure interface to the processing requirements (Scheduling Information Unsolicited [SIU] and ADT).
	• Design interface, including site-specific interface specification document(s).
	• Perform functional testing of the interface.
	• Assist with Your validation testing of the interface.
	• Migrate interface to production domain and assist with interface activation.
	• Provide access to online training curriculum.
	• Complete validation of feature functionality and content prior to Your validation.
	• Complete end-point whitelisting for connectivity for Oracle's HL7 FHIR Appointment API.
	• Collaborate with You to load six (6) months' worth of future appointments for all facilities.
	• Conduct one (1) activation (go-live) event with You.
	• Provide conversion support during normal business hours (8 AM–5 PM CST) for two (2) weeks post-conversion.
	• Provide a monthly Executive Status Summary (ESS) to track progress and risks for this implementation.
	• Conduct one (1) maintenance training event to an agreed upon list of participants, as per project plan.
	• Provide access to information sources such as community calls, Illuminations, and uCern groups to users identified by You.

Your Cooperation / Obligations	You are responsible for the following obligations: • Grant Oracle front-end and back-end access to the domains. • Identify the value objectives supported by the implementation. • Establish an internal communication plan, deployment strategy, and governance.

General Scope – Consulting / Professional Services (CommunityWorks)

	• Complete requested data collection worksheets (DCWs), extract of Your location hierarchy, or other information required for solution build. • Conduct system testing and validation. • Create and execute a test script, testing, and assist with troubleshooting. • Provide Form W-9 or other tax documents to facilitate exchange of information with mobile carriers. • Provide documentation to setup text enabling for an existing phone number. • Create training plan and train users for initial implementation and subsequent user training. • Review training materials and utilize reference manuals and Documentation. • Complete requested data collection workbook (DCW), extract of Your location hierarchy, or other information required for solution build. • Log requests to modify Oracle Health Millennium Platform Registration or Scheduling build, as needed. • Pursue online training using Artera Academy prior to accessing Your portal. Artera Academy is an online training platform with self-guided training for Your users. • Synchronize data values between Oracle and the foreign supplier; including building of code value aliasing within Oracle that will be required for interface processing. • Activate any additional supported languages through self-service portal. Additional languages require Your review and approval of translation. 109 languages are supported via Short Message Service (SMS) and 23 supported via voice call.
Assumptions	• The commencement of Services is dependent on Your readiness from a strategy, data, and solution standpoint. • You and Oracle will work on this project concurrently on an agreed upon project timeline. • You are permitted to perform setup of additional or separate locations. • The system passes the consumer communication channel preference from Oracle Health Millennium Platform into appointment reminder workflow. • Oracle Ignite API assumptions: o You have implemented Oracle Ignite APIs and they are installed and active in the necessary non-production domain for testing. o Sites hosted by You have a cloud storage appliance. • HL7 V2 Assumptions: o Oracle transmission protocols: ▪ Real-time processing will utilize TCP/IP for data transfer and will be Oracle Health Millennium Platform HL7 UI compliant. o Custom HL7 scripting required outside the standard UI is expected to be performed within Your portal. Custom scripting can be performed but may require additional hours and fees. • Adjustments supported as part of the Services: o Moving an existing data element from one field to another in the same message. o Concatenation of two existing data elements. o Addition or subtraction of leading zeroes to a numeric value. o Hard coding a default value. o Nulling fields. o Basic conditional statements. o Repeating field filtering, such as PID-3, PID-4, and personnel fields. o Suppressing transaction types. o Removing special characters from a field, such as dashes in a social security number. • Adjustments not supported: o Modification of the clinical content of a result from any source, including OBX;3,4,5,6,7,8,11 and 14. o Creating custom insert statements to insert rows into standard Oracle Health Millennium Platform database tables. • The Services will be performed remotely unless otherwise agreed upon by Oracle and You. • Users will have access to the enterprise and practice level analytics dashboards in the UCC web console. • Up to two (2) users will get access to the Advanced Analytics tool to view additional detailed reporting.
Trademarks	• HL7 and FHIR are the registered trademarks of Health Level Seven International, and their use of these trademarks does not constitute an endorsement by HL7.

Service Project Name: Patient Accounting for Ambulatory

Description of Services	Oracle will provide the following Services: • Configure automated clinic billing: o CMS 1500 o UB04 o Patient Statements o Charge grouping – rules that properly group charges for billing o Form locators on UB04/1500 paper and electronic claims will include information as specified in the NUBC UB04 Manual, NUCC 1500 Instruction Manual, or 837i/837p 5010 Implementation Guides • Accounts Receivable o Cash management o Bad debt management o Insurance and self pay follow up • Reporting o Report categories include: Revenue, payment and adjustment, accounts receivable and discharge not final billed, claim submission

Service Project Name: Acute Case Management
Legacy SKU: B111670

Oracle Health Acute Case Management	• Oracle will work with You to configure the following Oracle Health Acute Case Management views: o Discharge Care Management Summary o Utilization Management Avoidable Days o Utilization Management Clinical Reviews o Utilization Management Denials o Utilization Management Readmission o Utilization Management Summary • Oracle will work with You to configure the following Oracle Health Acute Case Management Worklists: o Discharge Care Management Worklist o Utilization Management Worklist o Denied Days Worklist • Appeals Worklist • Oracle will work with You to design and consolidate current configuration between facilities • Assumptions o Configuration of localized data, as applicable, will align to Model Experience.

Service Project Name: Credit Card Processing [ePayments Plus]
Legacy SKU: B103819

Description of Services	Oracle will provide the following Services: Make configuration adjustments for ePayments Plus to bring second facility into existing facilities environment including the below as required: • Set up and configure patient payment services feature within the Revenue Cycle solution(s). • Coordinate and confirm merchant account setup for up to four (4) merchant accounts. • Coordinate Your training for the merchant gateway portal functionality with the integrated gateway provider. • Configure self-pay remittance and transaction aliases features • Collaborate with You regarding impact to patient accounting workflows and required end user education.

Your Cooperation / Obligations	You are responsible for the following obligations: • Create test scripts and testing scenarios • Conduct final testing and validation of the system • Conduct end-user training
Assumptions	• All work will be performed remotely.

Service Project Name: Cerner Patient Accounting [Integration for Flywire]
Legacy SKU: B103952

Description of Services	Oracle will provide the following Services: • Support design and testing of accounts receivable (AR) file creation • Work with You to determine transaction aliases used for posting in Oracle Health Patient Accounting • Support design and testing of lockbox remittance file • Work with You and Supplier to determine refund, partial payments, and other workflows related to online bill pay process • Facilitate statement updates with statement vendor as needed, if statement vendor is contracted through Oracle
Your Cooperation / Obligations	You are responsible for the following obligations: • Engage with third party Supplier resource(s) in a timeframe that supports the project timeline. • Provide Your resources to work with Oracle and are informed and authorized to speak and act on decisions regarding current workflow and reporting practices.

Service Project Name: FHIR APIs [Flywire Integration]
Legacy SKU: B103834

Description of Services	Oracle will provide the Ignite Application Integration - Flywire Services: • Prepare and manage a mutually agreed upon project plan outlining implementation events and activities. • Assist You in project readiness for strategy and Flywire implementation as per project plan. • Collaborate with You on design decisions impacting features and workflows. • Map Fast Healthcare Interoperability Resources 1 App (FHIR App) specific concepts to standard terminologies. • Complete FHIR App end-point whitelisting. • Complete FHIR App integration with Your localized workflows. • Collaborate with You on Your domain strategy and deployment delivery. • Configure the third-party Flywire pagelet on the Consumer Framework solution. • Connect and configure Extract Manager to one (1) non-production and one (1) production domain.
Your Cooperation / Obligations	You are responsible for the following obligations: • Identify the value objectives that the implementation is supporting. • Establish communication plan, deployment strategy, and project governance. • Ensure resource availability and experience for design, training, and implementation that aligns with each proposed use case; department-required resources include clinical application analyst, IT analyst, and project manager. • Provide end-user activation support for workflows. • Localize and deliver necessary end-user training materials, as needed. • Validate concept mapping. • Test FHIR App integrated workflows in one (1) production and one (1) non-production domains.
Assumptions	• You and Oracle will work on this project concurrently on an agreed upon project timeline. • You have implemented Oracle Health FHIR APIs. • You have uplifted to the Consumer Framework solution.

	• The Oracle Health FHIR APIs are installed and active in the necessary non-production domain for testing. • This scope includes assistance for integration of validated Flywire consumer integration. Any custom integration that sits outside of validation is not supported in this scope of work. • Your hosted sites have a cloud storage appliance. • Oracle will provide up to 15 hours of conversion support. • Oracle Health consulting Services will be performed during normal business hours. • Normal business hours are Monday – Friday, 8:00am – 5:00pm. • All work set forth in this Service will be performed remotely unless otherwise agreed upon by Oracle and You.

Service Project Name: Financial Clearance Implementation
Legacy SKU: B103941

Description of Services	Oracle will provide the following Services: • Perform the following project management work: o Coordinate and engage appropriate Oracle resources in support of the project o Act as primary contact for escalation management with the Oracle project teams o Manage issues, mitigate risk, and escalate appropriately o Monitor overall implementation scope and workplan hours appropriately o Manage Oracle-owned tasks within the workplan • Perform the following Health Data Exchange (HDX) work: o Implement and validate worklist setup o Validate eligibility is configured for all conversations o Obtain payer list and validate with HDX payer team, making updates as appropriate o Complete configuration if You are a Premium Eligibility Service (PES) client including submitter information with enrollment and set up for submitter identification o Confirm Electronic Data Exchange (EDI) enrollment o Collaborate with Experian health team to troubleshoot and resolve Oracle specific eligibility issues, if needed o Complete payor agreements o Set up testing to validate HDX/PES data flow o Participate in testing and training • **Perform the following registration management work:** o Consult on upstream dependencies for financial clearance product integration such as orders integration with scheduling o Review and localize integrated financial clearance workflows with You and *Experian* o Assist with testing and troubleshooting of financial clearance product integration • **Perform the following enrollment work:** o Validate enrollment of submitter with partners o Validate setup of submitter at Fin Hub
Your Cooperation / Obligations	You are responsible for the following obligations: • Perform testing • Conduct training • Support the Oracle and Supplier project team's work through completion of the project. This may include, but is not limited to, internet and network access, remote access, security and credentials and/or privileges to the source solution via mutually agreed upon tools and methodology, and administrative support, as appropriate. • Your resources should be available to work with Oracle and are informed and authorized to speak and act on decisions regarding solution archive and extract practices.
Assumptions	• Build will occur in one (1) production and one (1) non-production domain.

	• You will use current third-party software suppliers unless being replaced by a Oracle or third-party system referenced or included in this agreement.

Service Project Name: Partner Integration Services [File Extracts for Experian Patient Estimates]
Legacy SKU: B103822

Description of Services	Oracle will provide the following Services: • Complete Extract Manager connection • Monitor for failures, resending files when required • Set up and run the Experian charge description master (CDM) extract files as needed up until You are live, and transmit to Experian • Monthly CDM file delivery schedule for Experian CDM extract
Your Cooperation / Obligations	You are responsible for the following obligations: • Enable Extract Manager connection to Your Oracle Health Millennium database • Work with Experian on CDM analysis.
Assumptions	• Maintain Extract Manager database connection. • You will designate a new Oracle user with read-only access. • You are using Oracle Health Millennium products to meet Experian data requirements. • Oracle will provide specifications necessary for Experian to receive standard revenue cycle extract files, as set forth herein. • Oracle will support outbound daily file feeds, including data quality and integrity as detailed in Oracle file specifications. Additionally, Oracle will support planned or unplanned changes or upgrades made within Oracle Health Millennium Revenue Cycle solutions that impact these feeds. • Oracle will maintain outbound file data feeds to enable the Experian technology solutions for each joint client. Maintenance includes modifications to existing data feeds required to support changes or version upgrades, as well as Oracle approved enhancements to existing data feeds. Enhancements required to support changes in Experian systems shall be subject to approval by Oracle and may require additional services set forth in a separate Ordering Document.

Service Project Name: Registration and Scheduling [Practice Management]
Legacy SKU: B105735

REGISTRATION MANAGEMENT AMBULATORY	

Registration Screens	Oracle will work with You to automate the registration process using a variety of flexible conversations such as pre-register, full register, and cancel.
	Configure for Oracle Health Practice Management according to Model Experience:
	• Automatic Discharge Parameter Set(s)
	• Alias Pool
	• Facility Payer Association
	• Facility Filtering
	  ○ Encounter Type
	  ○ Medical Service
	  ○ Discharge Disposition
	  ○ Discharge Location
	  ○ Church
	• Service level agreements
	• Conversation(s)
	Assumptions
	• Configuration will mirror existing configuration, or align to consolidated configuration between facilities
	• Configuration of localized data, as applicable, will align to Model Experience.
	• Conversations will be updated to current code level Model and will be shared across facilities

	○ Each facility will have the same custom rules
Documents	Includes transaction-based document programs: • Sheet labels (admission labels) printed on a laser printer • Face sheet • Notifications – admit/transfer/discharge/cancel discharge • Armband printed on laser printer (Tri-State or Laser Band stock) • Medicare Secondary Payer (MSP) Document
Supplemental Address Content	• Ability to default address and phone information (city, state, zip code, county, area code) into the address fields depending on the zip code entered by the user • ZipInfo (Oracle's preferred provider) using the "ZIPLIST5" content file
Work Lists (Online To-Do List)	Includes Work Lists: • Accommodation Mismatch • Auth Days Ending • Dirty Beds • Incomplete Authorizations • Incomplete ED Registrations • Incomplete Pre-Registrations • Incomplete Verification • Ins Denied/Self-Pay • Insurance Denied • Interpreter Required • Medicare Discharge Appeal Notice • Miscellaneous Health Plans • MSP Follow-Up • Notice of Privacy • Observation Patients • Past Due Arrivals • Pending Transfers • Primary Self-Pays • Re-Authorization • Today's Expected Arrivals
Reporting	Report categories included: • Admission, Discharge, and Transfer
SCHEDULING MANAGEMENT AMBULATORY	
Appointment Scheduling	• An appointment type is a definable reason for visiting the healthcare facility. Procedures (orderables) may be associated with appointments to facilitate integration between Scheduling and various departments. Each appointment will include one (1) or more resources (clinician, room, equipment) booked for a specified amount of time. • An accept format is a list of questions that can be used to capture information when scheduling an appointment. Accept formats can be shared across multiple appointments and may include questions such as reason for exam, referring physician, and ICD-10 compliant code. • Guidelines provide information to the scheduler that assists them with scheduling the appointment correctly. • Instructions (or preparations) provide information for the patient regarding actions they need to take before and/or after their appointment. Instructions may vary by appointment type, location, or orderable. • Request list queues are utilized for managing requests related to the completion of a scheduling action. Such as appointments that need to be rescheduled because the patient did not show up for their appointment.
Default Schedules	• Default schedules (or templates) are created by organizing logical blocks of time called "slot types" to represent a daily view of a resource's availability.

Scheduling Security	• Expanded scheduling security
Future Appointment Load	• You are responsible for scheduling all future appointments into Oracle Health Scheduling Management prior to go-live. Oracle will provide off-site support of this activity during normal business hours.
Reporting / Inquiries	• Person Itineraries, Calendars, and Letters • Resource Appointment Lists, Calendars, and Utilization Reports • Location Appointment Lists, Action Totals, and Appointment Totals • Scheduling and Request List Inquiries

Service Project Name: Revenue Cycle Suite for CommunityWorks
Legacy SKU: B105504

Oracle Health Registration Management	Configure Oracle Health Enterprise Registration Management according to Model Experience: ○ Bed Management and Worklists ○ Medical Necessity Set Up ○ Medical Necessity Report ○ Automatic Discharge Parameter Set(s) ○ Eligibility ▪ Alias Pool ▪ Facility Payer Association ○ Facility Filtering ▪ Encounter Type ▪ Medical Service ▪ Accommodation ▪ Discharge Disposition ▪ Discharge Location ▪ Church ○ Conversation(s) ○ Configure Documents ▪ Face sheets ▪ Armbands ▪ Admissions labels • Configure Address Validation for second facility in existing facilities environment • Design and configure Registration data consolidations: A. Encounter Types B. Medical Services C. Accommodations • Configure updates to Health Plan Master, based on customer consolidation • Assumptions: A. Customer has consolidated Health Plan Master prior to project start
Oracle Health Scheduling Management	• Configure Oracle Health Enterprise Scheduling Management according to Model Experience: ○ Location Groups ○ Display Schemes ○ Slots ○ Action/Group Build ○ My Experience/Position Mapping ○ Referral Management MPage ○ Resource Groups ○ Resources ○ Resource Roles ○ Resource Lists ○ Order Roles

	○ Flex Strings ○ Flex Rules ○ Order Association ○ Interactions ○ Default Templates and Application ○ Accept Formats ○ Request Lists/Request Queues ○ Instructions, Guidelines, Preparations and Comments ○ Appointment Types Protocol Appointments Group Sessions ○ Operations Jobs ○ Configure Scheduling Reports ○ Configure Scheduling Security ○ Configure Direct Booking ○ Configure Follow Up Order Appointment Assumptions: • Configuration will mirror existing configuration, unless we are able to consolidate or apply Model standards where it does not exist today • Configuration will align to Model naming conventions • Customer determines default templates prior to project start
Eligibility & Benefits Verification	• Make configuration updates required to submit eligibility for second facility in existing facilities environment, including the following as required: ○ Configure the unique numeric value used to track transactions per service per account (a "Submitter ID") at the Healthcare Data Exchange Transaction Services ("HDXTS") Financial Hub. ○ Embed Eligibility Verification capabilities into Oracle Health Registration Management conversations. ○ Perform Electronic Eligibility Enrollment for payers, Oracle Health Millennium integration, and non-integrated web portal. ○ Configure the HDXpress non-integrated eligibility web portal. ○ Enroll You on the Healthcare Data Exchange ("HDX") network. ○ Enroll You on the applicable payer network(s). ○ Configure Eligibility processing.
Eligibility & Benefits Verification Assumptions	• All HDXTS work will be performed remotely.
Knowledge Solutions	• Enhanced Medical Necessity for Acute Care
Oracle Health Patient Accounting	Oracle Health Patient Accounting • Configure for Oracle Health Patient Accounting according to Model Experience: • Base Build • Billing Entities • Account Templates • Personnel Security & Groups • Insurance Billing & Follow Up • Charge Groups • Late Charge Processing • Billing Holds • Primary & Non-Primary Claim Submission HIPPA compliant electronic claim submission (1500 or UB04) • Interim Billing • Specialty Billing • Procedure Coding Tier • Claim Rules • Work Queues and Work Items for billing and follow up workflows.

	• Self Pay Billing & Follow Up • Statements Cycles & Dunning Messages • Correspondence Letters • Payment Plans • Self-Pay Discounts • Billing Holds • Pre- Collections & Collections Vendors • Work Queues and Work Items for billing and follow up workflows • Credit Card Integration built for point of service collections • Client Billing • Accounts and templates to route and post charges, payments, and adjustments. • Monthly Invoicing for billing client accounts. • Work queues for billing and follow up. • Transaction Posting • Standard reason codes, groups, and types to align with electronic and manual posting of remittances to insurance balances. • Transaction aliases for electronic and manual payment posting for insurance and patient balances. • Variance Reimbursement work items to manage variances above and/or below thresholds • Operations Jobs • Reporting • State Reporting • RVU Reporting • Complete integration of workflows between Oracle Health Millennium and Oracle Health Patient Accounting. • Provide Conversion Support: Remotely up to 8 weeks post conversion • You will be evaluated for transition to Application Managed Services (AMS) Oracle Health will determine when transition to AMS is approved

Oracle Health Patient Accounting Assumptions	• Any payer enrollments will be completed prior to kickoff
	• General Ledger consolidation will need to be completed prior to kickoff
	• Health Plan Master consolidation will need to be completed prior to kickoff
	• Plan in place for working down legacy AR for entity being moved to new environment
	• Naming convention for ELCE_CA will be determined prior to kickoff
	• Business office structure for both entities will be determined prior to kickoff.
	• Claim rules for both entities will be reviewed to determine if they can be shared or need to stay separate.
	• Optimization activities, as defined in the General Scope section of this Ordering Document, are excluded from scope.
	• Any billing requirement changes will be determined prior to kick off.
	• Baseline Metrics
	  ○ You agree to provide Oracle, within 180 days prior to First Productive Use, all legacy financial data to calculate baseline metrics for the prior eighteen (18)-month period (including without limitation, gross A/R, gross monthly patient revenue, A/R allowances, revenue allowances, bad debt estimates, monthly cash targets, actual cash collections, Discharged Not Final Billed (DNFB) dollars, denial trends by financial class and days for unbilled receivables) and supporting documentation to substantiate the data inputs, baselines and metric calculations, including but not limited to Your gross A/R to net A/R calculation. Oracle and You will mutually agree upon the respective baseline metrics within sixty (60) days prior to First Productive Use.
	  ○ You will provide to Oracle a "Monthly Rolling Average Spreadsheet" in the form provided by Oracle (which form will be provided by system validation during the Oracle Health Patient Accounting implementation phase) and supporting documentation as reasonably requested and necessary to substantiate the calculations required on the Monthly Rolling Average Spreadsheet.

	• You agree to (i) implement generally-accepted, industry-standard workflow processes recommended by Oracle as applicable to Your environment, excluding any mandatory addition of revenue cycle full-time equivalent employees to Your existing revenue cycle team (the "Recommendations"), and (ii) permit Oracle, at no cost to You, to assist in facilitating Recommendations in a prompt and efficient manner as reasonably-agreed-to by the parties. • If Your coding backlog exceeds mutually-agreed-upon discharge not final coded thresholds, You will engage Oracle or a mutually-agreed-upon third-party coding agency to assist with Your coding backlog. • You will remain on current code levels, take any exception packages needed for the Oracle Health Patient Accounting solutions, and adopt any and all Oracle-recommended functionality and workflows that have the potential to impact financial outcomes and/or user productivity. • You will have in place at all times during the implementation of Oracle Health Patient Accounting (i) a revenue cycle director reporting to Your Chief Financial Officer, who has a leadership span over patient access, case management, Oracle Health HIM, and patient financial services, and (ii) appropriate staffing levels in all departments impacting Your revenue cycle. • You will be accountable for (i) successful, comprehensive integration testing of clinical and revenue cycle solutions, including all Oracle Health Patient Accounting solutions, (ii) validation of proficiency of solution use by clinical and revenue cycle users, and (iii) clinical department adoption of revenue charge capture and daily reconciliation for all clinically-driven charge capture and manual batch charge entry charge capture. • The parties acknowledge and agree that there are a number of elements that could impact Your financial performance that are either not within the control of Oracle or not related to Oracle Health Patient Accounting including, but not limited to, medical records coding backlog, significant changes in patient volume and/or payer mix, significant changes in service mix, problems with one or more payer's ability to pay You in a timely manner, unknown reimbursement models, Your patient financial services workforce not following established processes, Your reductions in patient financial services workforce, failure to implement Oracle's core transaction service solutions or utilize Oracle's learning services and adoption coaching or follow Oracle's recommendations, and engagement of a third party to perform services relating to Your revenue cycle system. • In no event will Oracle be responsible or liable to You for any acts, omissions, delays, performance issues or financial outcomes arising out of or relating to any professional services performed by a third party for You.
Oracle Health Acute Case Management	• Oracle will work with You to configure the following Oracle Health Acute Case Management views: o Discharge Care Management Summary o Utilization Management Avoidable Days o Utilization Management Clinical Reviews o Utilization Management Denials o Utilization Management Readmission o Utilization Management Summary • Oracle will work with You to configure the following Oracle Health Acute Case Management Worklists: o Discharge Care Management Worklist o Utilization Management Worklist o Denied Days Worklist o Appeals Worklist • Note: *InterQual* integration can be implemented. *Milliman (MCG)* cannot be integrated.
REVENUE CYCLE CHECKPOINT	
Overview	• Revenue Cycle Checkpoints are utilized to ensure that both You and Oracle are in a positive financial strategic position during the implementation process. This includes not only Your financial health but project functionality/methodology throughout the life cycle of the project. Oracle's goal is to ensure that You are in a positive operational financial stable state when they go-live on Oracle. If any item below has not been completed or falls below the threshold identified in the objective, the Revenue Escalation Review Process will be enacted as described in the Revenue Cycle Escalation Process section.
Checkpoint 1: Contract Execution	• If current-state financial key performance indicators (KPIs), (including without limitation, gross A/R, gross monthly patient revenue, A/R allowances, revenue allowances, bad debt estimates,

	monthly cash targets, actual cash collections, Discharged Not Final Billed [DNFB] dollars, denial trends by financial class and days for unbilled receivables) and supporting documentation to substantiate the data inputs, baselines and metric calculations, including but not limited to Your gross A/R to net A/R calculation are not collected upon the Effective Date of this Ordering Document, Oracle will require a call with You to obtain/discuss what is needed and include R1 leadership if R1 is included in scope of the contract. Oracle and You will mutually agree upon the respective baseline metrics within sixty (60) days prior to First Productive Use. ○ You will have four (4) weeks from the call to provide current-state KPIs. If You cannot produce the metrics due to the legacy system not generating, You to retrieve all financial reports that the legacy system can produce. Oracle will generate starting metrics from these reports. ○ If Oracle determines any metrics are within a 10% variance of the threshold (i.e., Cash On Hand [COH] is 16.5 days), or the data is more than three (3) months old, You will need to provide refreshed data. If You provide metrics and You do not meet the required fifteen (15) days COH threshold, the following action plan will be put into place: ○ Project milestone dates will not be released. ▪ Once You can report fifteen (15) days or higher in COH or a mitigation plan, Oracle will release project dates in order to resume Your project.
Checkpoint 2: Leadership Alignment	• Oracle will track the monthly metrics provided by You as well as the below metrics related to Your engagement thirteen (13) months prior to the month of the agreed upon conversion date. ○ You will provide to Oracle a "Monthly Rolling Average Spreadsheet" in the form provided by Oracle (which form will be provided by system validation during the Oracle Health Patient Accounting implementation phase) and supporting documentation as reasonably requested and necessary to substantiate the calculations required on the Monthly Rolling Average Spreadsheet. ○ If no metrics are obtained from You or You are below fifteen (15) days COH, or both, the Revenue Escalation Review Process will be enacted as described in the Revenue Escalation Review Process section. • Your Revenue Cycle Resources and Your Leadership Engagement: ○ Your Revenue Cycle team is focused on education, system ownership, workflows, governance, processes, and overall end-user readiness for a successful system go-live, as well as long-term stability of Revenue Cycle. This includes, but is not limited to, Conversion Readiness Assessments and solution competencies. ○ If You (Revenue Cycle resources or leadership team, or both) are not actively engaged, with a clear understanding of the project status, risk points, and critical testing metrics specific to Revenue Cycle, the Revenue Escalation Review Process will be enacted as described in Revenue Escalation Review Process section below.
Checkpoint 3: Workflow and Integration	• Decisions Against Model/Methodology/Recommendations: ○ Leading up to, during, or shortly after the Workflow and Integration event, Oracle consultants will consult to design decisions as they relate to workflows that are applicable to each permitted facility within scope; however, Oracle will ultimately rely on Oracle Health Model Design decisions. Any decision going directly against Model recommendation will trigger an escalation. ○ If any risks are identified relating to design or methodology by You, Oracle Health CommunityWorks, or R1 (if in scope), these should be communicated promptly using the following steps: ▪ First Escalation – Oracle Health Engagement Management Consulting, Revenue Cycle Management, and Consulting Management will have meeting with Your leadership to provide education on what their decision will impact, discuss recommendations, and identify necessary next steps. ▪ Second Escalation – Oracle Health Engagement Management Consulting, Revenue Cycle Management, Consulting Management, and Revenue Cycle Executive (RCE) will have meeting with You to provide education on what their decision will impact, discuss recommendations, and identify necessary next steps. If You still want to move forward going against recommendations, consult RCE about engaging Oracle Legal to ensure appropriate documentation is completed.

	▪ Final Escalation – Consulting Management and RCE will engage Oracle Health CommunityWorks' Senior leadership, as well as other Revenue Cycle leadership (including Legal) to develop an appropriate plan to address next steps with You. Depending on the criticality of the issue, the project may need to go on hold until a mutually agreed upon mitigation plan is in place for execution.
Checkpoint 4: Integration Testing	• Claim Volume, Parallel and Unit Testing: ○ The testing plan and appropriate number of claims tested as well as parallel and unit testing volumes should be determined based on the size of facility(s) and lines of service in scope. These numbers, volumes, and testing strategy will be agreed to by Oracle and You by the Integration Testing 1 Preparation milestone event, documented in writing, signed by Your executive team, and returned to Oracle to be documented within the project plan. ○ Additionally, there will be agreed upon Clean Claim Rate definition of testing. This will be established, documented in writing, signed by Your executive team, and returned to Oracle to be documented in the Project Plan. ○ If You are not testing at the correct volume, or the testing strategy is not being followed, the monthly escalation path outlined in the Revenue Escalation Review Process section will be enacted.
REVENUE CYCLE ESCALATION PROCESS	
Overview	• The process for Revenue Cycle escalations provides a mechanism for monitoring critical Revenue Cycle deliverables throughout the project lifecycle and to proactively identify and manage key risk factors with Your leadership. If a project enters into escalation Month 2 or 3 as described in this section, additional professional services will be required to move the project forward.
Month 1	• After first month of not obtaining Your financial metrics, or if Cash on Hand (COH) is fifteen (15) days or fewer, the Oracle Engagement Owner will escalate to Consulting Manager and Revenue Cycle Executive to have a conversation with You. The conversation with You will be recorded and formally documented and will then be distributed to You and Oracle leadership. Next steps will be outlined if a second month is missed (see Month 2).
Month 2	• After Month 2, the next major milestone date will be pushed (which may have go-live date impact) and new milestone dates will be assigned after metrics obtained, or You are above fifteen (15) days COH.
Month 3	• After Month 3, the project will be put on hold until metrics are obtained, or You are above fifteen (15) days COH. New milestone dates will be assessed once metrics are obtained.

HDX Eligibility Description of Services	Oracle will provide the following Services: • Enroll providers in Healthcare Data Exchange and payer networks • Set up provider accounts for Browser Eligibility processing • Set up web-based American National Standards Institute (ANSI) 270 and 271 transactions • Conduct training on base features and functions • Conduct training for domain administrators
HDX Eligibility Your Cooperation / Obligations	You are responsible for the following obligations: • Provide account set up information for Browser Eligibility processing • Identify payer networks • Validate successful send of eligibility processing/web-based ANSI 270 to payer and ANSI 271 transactions • Your ability to verify patient insurance eligibility is complete • Provide the following for the Your project team: network connectivity to Your network; access to network printers; access to Your appropriate Oracle domains.
HDX Eligibility Assumptions	• Your resources are available to work with Oracle and are informed and authorized to speak and act on decisions regarding current workflow practices. • Support will be performed remotely unless otherwise noted or agreed upon herein.

A. Custom Professional Services – Security (B110307)

Service Project Name: Instant Access
Legacy SKU: B103840

Description of Services	Oracle will provide the following Services: • Lead project planning and execution activities to support *Oracle Health Instant Access* • Configure *Oracle Health Instant Access* within one (1) production and one (1) non-production domain and perform the following tasks: o Analyze up to three (3) standard workflows ▪ Identify role and analyze use pattern ▪ Provide value-based improvements for each workflow o Review current-state findings o Recommend future-state changes including hardware and/or components o Recommend deployment sequence o Install and configure *Oracle Health Instant Access* within a single *Microsoft Windows* virtual desktop image o Install and configure *Oracle Health Instant Access* for *Microsoft Windows* endpoints o Create *Oracle Health Instant Access* standard extension objects in the *Imprivata* admin console o Configure devices and policies for *Oracle Health Instant Access* • Provide remote assistance with validation not to exceed ten (10) hours • Provide Go-Live assistance not to exceed forty (40) hours • Provide end-user adoption assistance of *Oracle Health Instant Access* workflow not to exceed twenty (20) hours • Provide post Go-Live support not to exceed twenty (20) hours within thirty (30) days of Go-Live. If roll-out of *Oracle Health Instant Access* will have multiple Go-Lives, support takes place after first deployment
Your Cooperation / Obligations	You are responsible for the following obligations: • Participate in project planning, execution, management, and leadership activities to support *Oracle Health Instant Access* • Identify Your administrator for the following: A. *Oracle Health Instant Access* management post go-live B. Attending all build and testing events C. Attending all training sessions scheduled by Oracle • Identify up to three (3) point-of-care workflows for Oracle analysis • Identify end users from Your user community to participate in the validation and testing process • Validate *Oracle Health Instant Access* workflows and software installation defined by Oracle • Deploy software to identified workstations • Provide appropriate network connectivity availability at each location • Ensure all required licensing and hardware are available for installation during the engagement • Provide a minimum of one (1) workstation per operating system configured with all identified applications and accounts for workflow authentication • Designate Your resource(s) available with administrative access for viewing or update configurations • Provide Oracle associates administrative access required to assist with validation and/or configuration • Ensure Your project team members are familiar with all associated core technologies
Assumptions	• All workstations in scope will be on supported version of *Microsoft Windows* at time of signature • All work will be performed remote or on-site as agreed upon by You and Oracle project leads • Go-Live events are scheduled for a minimum of two (2) consecutive days unless otherwise noted or agreed upon by You and Oracle project leads

General Scope – Consulting / Professional Services (CommunityWorks)

	• Oracle associates' work efforts are scheduled between 8:00 AM and 5:00 PM CST Monday through Friday unless otherwise agreed upon by You and Oracle project leads

Service Project Name: Privacy Analytics [FKA P2 Sentinel]
Legacy SKU: B103868

Description of Services	Oracle will provide the following Services: • Prepare mutually agreed upon project plan outlining implementation events and activities. • Connect the Oracle Health Millennium audit data stream to Oracle Health Privacy Analytics (OHPA) and validate for one (1) production domain and one (1) non-production domain. • Provide training for n*ew system functionality, recommended workflows, product resources, and interpretation of audit reports as per project plan.* o *Provide an initial two (2)-hour training session during normal, local business hours.* o *Provide a follow up one (1)-hour training session during normal, local business hours.*
Your Cooperation / Obligations	You are responsible for the following obligations: • Collaborate with Oracle to develop project plan and project timeline. • Allocate resources for data validation, testing, and attendance of training and support sessions. • Attend and participate in all training sessions.
Assumptions	• This Service does not include any custom reporting, unless otherwise noted or agreed upon. • Notice of changes to the timeline must be communicated promptly to Oracle for scheduling resource availability. • The estimated duration needed for data transfer is based on data throughput and volume of data to be extracted. • Your resources are informed and authorized to speak and act on decisions regarding Your current workflow practices. • The volume of gigabyte per day of Oracle Health Millennium audit data that is sent to Oracle Health Privacy Analytics is agreed to as listed in the Ordering Document. Additional data may be sent to Oracle Health Privacy Analytics with the understanding that the monthly fee will increase per the scope expansion if daily limits are exceeded. • System usage will be monitored, and the monthly fee will increase per scope expansion if daily limits are exceeded. • To send Oracle Health Millennium audit data from any network that is not hosted by Oracle, an on-site Oracle Health Privacy Analytics listener is required to be within that network. The setup services described herein do not include hardware/VM or Red Hat license for any on-site listeners. • All work will be performed remotely during normal, local business hours

Service Project Name: 724Access Downtime Viewer
Legacy SKU: B103702

Description of Services	Oracle will provide the following Services: • **Hardware and Software Verification** o Verify all required licenses and software necessary are present for Oracle *GoldenGate* o Validate that all recommended Oracle system settings have been enabled on new hardware o Confirm all Your devices are supported. ▪ Supported operating system. ▪ Adequate available disk space ▪ Make recommendations if devices do not meet required specifications for *724Access Downtime Viewer ("Downtime Viewer")* use. o Appropriate network connectivity • **Planning** o Create *Downtime Viewer* project plan with You for the implementation of the Downtime Viewer

	○ Verify You have access to the appropriate service packages for the latest CommunityWorks compatible generally available versions of both the Disaster Recovery (DR) Toolkit and Downtime Viewer. • **Setup** ○ Configure Downtime Viewer login options ○ Install and configure *724Access* Downtime Viewer application on up to two Downtime Viewer facility pumper servers and up to five (5) end-point Downtime Viewer workstations per facility pumper server ▪ Device rollout support is limited to up to two (2) facility pumper servers (up to forty (40) total PCs/workstations, twenty (20) workstations per facility pumper) ○ Install and configure Downtime Viewer Admin Tool ▪ Configure unique logins for access to the 724Access Admin Tool application ○ Test functionality of Downtime Viewer solution application ○ Collaborate to resolve issues identified by You during Downtime Viewer application testing • **Training** ○ Provide a remote training event around the installation, configuration, and operational procedures for utilizing and owning the Downtime Viewer solution. This includes training on the following topics: ▪ Installation and use of *Downtime Viewer* Admin Tool ▪ Installation of Downtime Viewer on the preidentified facility pumper servers and 5 end-point Downtime Viewer workstations per facility pumper server. ▪ Installation procedures for installing and configuring device level preferences for new Downtime Viewer devices ▪ Maintenance and monitoring of the replication of data to the local workstations and common issue troubleshooting ▪ Provide demo of Downtime Viewer from your domain. ○ This training is intended for both a technical and clinical audience of staff who will be responsible for installing, maintaining, and owning the Downtime Viewer solution moving forward. • **Transition to Support** ○ Oracle will provide up to 30 days of remote post-go-live support as part of the engagement. After thirty days post go-live, support of the product will be transferred to Oracle support organizations.
Your Cooperation / Obligations	You are responsible for the following obligations: • Provide Oracle with information to verify required licenses, systems settings, supported devices, and supported services packages. • Provide technical resources familiar with the core technologies used in this solution. This includes but may not be limited to networking, IT security, Windows system administration, Windows maintenance and Windows software deployment, and Olympus. • Provide appropriate network connectivity and validate all required ports listed in Oracle Health 724Access Downtime Viewer Network Specifications wiki. • Assist with coordination and scheduling of your resources for the duration of the engagement. • Designate clinical and technical resources for training and long-term ownership of the Downtime Viewer solution post-engagement. • Identify what specific clinical locations require Downtime Viewer devices and device level preferences to be configured for each device. • Maintain the health of your devices and monitor the replication of data to the local workstations once the initial training has been provided to ensure the application is ready for downtime use. • Ensure all hardware required for the Downtime Viewer is available, configured, and meets Oracle Health's recommended specifications for the Downtime Viewer solution. • You are responsible for providing all 724 facility pumper servers and Windows end-point Downtime Viewer devices. 724 facility pumper servers can be physical servers of virtual machines running a Downtime Viewer supported version of Windows Server.

	• You will provide static IP addresses for all 724 facility pumper servers and endpoint Downtime Viewer devices. • Performing testing and system validation on the Downtime Viewer devices to ensure data is replicating as expected through the system.
Assumptions	• All implementation work including project kickoff, planning, training, testing and device rollout work will be performed remotely unless otherwise noted or agreed upon. • Any go-live support work will be performed remotely unless otherwise noted or agreed upon. • This Scope includes implementation for up to two (2) facility pumper servers (up to forty (40) total PCs/workstations, twenty (20) workstations per facility pumper server) • Estimated duration of the project is ten (10) to twelve (12) weeks, depending on Your availability • All services will be performed during normal business hours.

Service Project Name: Imprivata Implementation

Legacy SKU: B103839

Description of Services	Oracle will provide the following Services: • Lead project planning and execution activities to support the *Imprivata* implementation • Configure *Imprivata* within one (1) production and one (1) non-production enterprise and perform the following tasks: o Review the following with your Administrator: ▪ *Imprivata* appliance backup and recovery processes ▪ Reporting and event notifications ▪ Deployed application profiles ▪ Recommend future-state changes including hardware and/or components o Install and configure the *Imprivata* agent within a single *Microsoft Windows* virtual desktop image o Install and configure the *Imprivata* agent for *Microsoft Windows* endpoints o Connect *Imprivata* enterprise to Your *Microsoft Active Directory* o Implement up to three (3) *Imprivata OneSign* User policies and up to three (3) *Imprivata OneSign* computer policies o Configure devices and policies for *Imprivata OneSign* • Recommend deployment sequence • Provide remote assistance with validation not to exceed ten (10) hours • Provide Go-Live assistance not to exceed forty (40) hours • Provide post Go-Live support not to exceed twenty (20) hours within thirty (30) days of Go-Live. If roll-out of *Imprivata* will have multiple Go-Lives, support takes place after first deployment
Your Cooperation / Obligations	You are responsible for the following obligations: • Participate in project planning, execution, management, and leadership activities to support the Imprivata implementation • Identify Your administrator for the following: • Provisioning Imprivata enterprise management post go-live • Attending all build and testing events • Attending all training sessions scheduled by Oracle • Perform the following: • Compile a list of workstations per location • Create service accounts and Microsoft Active Directory security groups • Identify up to five (5) applications for application profiling assistance • Identify end users from the Your user community to participate in the validation and testing process • Validate Imprivata OneSign workflows and software installation defined by Oracle • Deploy software to identified workstations • Provide appropriate network connectivity availability at each location • Ensure all required licensing and hardware are available for installation during the engagement • Provide a minimum of one (1) workstation per operating system configured with all identified applications and accounts for workflow authentication

	• Designate Your resource(s) available with administrative access for viewing or updating configurations • Provide Oracle associates administrative access required to assist with validation and/or configuration • Ensure Your project team members are familiar with all associated core technologies.
Assumptions	• All workstations in scope will be on supported version of Microsoft Windows at time of signature • All work will be performed remote or on-site as agreed upon by You and Oracle project leads • Any Oracle Health Millennium with Citrix roaming workflows will leverage Oracle Health Instant Access licensing and services in any supported Microsoft Windows environments. Imprivata VDA licensing to be used in any environment not compatible with Oracle Health Instant Access and within the Imprivata support guidelines • Go-Live events are scheduled for a minimum of two (2) consecutive days unless otherwise noted or agreed upon by You and Oracle project leads • Oracle associates' work efforts are scheduled between 8:00 AM and 5:00 PM CST Monday through Friday unless otherwise agreed upon by You and Oracle project leads

Custom Professional Services - Service Lines and Departments (B110308)

Oracle Health Anatomic Pathology – Slide Labeler Interface – Implementation
Legacy SKU: B111675

Scope of Services.	Oracle Health will provide the following services ("Services"). • Configure for Oracle Health Anatomic Pathology – Slide Labeler Interface - Implementation net new for El Centro and Pioneers according to Model Experience: o Transmission of patient and specimen data electronically to the labeler device. o Label program.
Your Cooperation/Obligations.	You are responsible for the following obligations. • You will acquire the third-party component, *NiceLabel,* if required for Your printer type.

Oracle Health Anatomic Pathology – Advanced Barcoding and Tracking – Implementation
Legacy SKU: B111671

Scope of Services	Oracle Health will provide the following services ("Services"). • Configure for Oracle Health Anatomic Pathology – Advanced Barcoding and Tracking - Implementation according to Model Experience net new at El Centro and Pioneers: • File format interface to a supported, pre-existing, or newly licensed cassette engraver/labeler device, to include one (1) label format with a two-dimensional (2D) barcode identifier. • File format interface to a supported, pre-existing, or newly licensed slide engraver/labeler device, to include one (1) label format with a two-dimensional (2D) barcode identifier.
Assumptions	• This level of service is sufficient for one (1) histology laboratory with one (1) workflow. • Multiple labs, multiple label formats, and/or multiple ways of processing cases through a lab will require additional services.

Oracle Health Anatomic Pathology – Cassette Labeler Interface - Implementation
Legacy SKU: B111672

Scope of Services.	Oracle Health will provide the following services ("Services"). • Configure for Oracle Health Anatomic Pathology – Cassette Labeler Interface - Implementation according to Model Experience net new at El Centro and Pioneers: • Transmission of patient and specimen data electronically to the labeler device. • Label program.

Your Cooperation/Obligations.	You are responsible for the following obligations. • You will acquire the third-party component, *NiceLabel,* if required for Your printer type.

Oracle Health Anatomic Pathology – mTuitive Integration – Implementation
Legacy SKU: B111674

Scope of Services.	Oracle Health will provide the following services ("Services"). • Configure for Oracle Health Anatomic Pathology – mTuitive Integration - Implementation according to Model Experience net new at El Centro and Pioneers: o mTuitive Integration o Install mTuitive editor o Database Connection from Oracle to mTuitive through Anatomic Pathology Database and Reporting tools o AP Synoptic Reporting o Synoptic Reporting within reporting tools o Worksheet to Specimen o Worksheet to Report Section
Your Cooperation/Obligations	You are responsible for the following obligations. • Notify mTuitive of the implementation and establish engagement o Provide Oracle Health with mTuitive contact information o Establish an mTuitive contract, if applicable

Service Project Name: Anatomic Pathology
Legacy SKU: B111673

Description of Services	• Migrate existing ELCE configuration to PION environment • Order entry of Pathology orders • Accessioning in cases and documenting specimen attributes • Assigning processing to specimens • Result entry with textual and coded responses • Charging with technical, add-on, and professional charging • College of American Pathologists (CAP) SNOMED International (III) for Pathology • Standard rule catalog included. • Oracle Health Anatomic Pathology to include up to two (2) site specific rules.
Your Cooperation / Obligations	You are responsible for the following obligations: • Complete required data collection in a timely manner • Participate in milestone events and training calls • Complete unit testing in non-production domain. • Train end users o Provide knowledge transfer and documentation regarding maintenance, configuration, and operational procedures
Assumptions	• Optimization activities, as defined in the General Scope section of this Ordering Document, are excluded from scope.

Service Project Name: Blood Bank Transfusion
Legacy SKU: B111678

Oracle Health Blood Bank	Configure for Oracle Health Blood Bank Implementation according to Model Experience: • Automation of Oracle Health Blood Bank in the Laboratory • International Society of Blood Transfusion (ISBT) or Codabar symbologies • Crossmatch, component, and emergency release tags • Standard report catalog • Standard rule catalog and up to three (3) site specific rules • Standard caresets and up to five (5) sites specific caresets

	• Standard word processing templates and up to five (5) site specific templates • Crossmatch, component, and emergency release tags
Your Cooperation/Obligations.	You are responsible for the following obligations. • Register, or have current registration, with the International Council for Commonality in Blood Banking Automation (ICCBBA) • Request two (2) year blood product utilization from supplier
Assumptions.	• Blood Bank validation is required • Optimization activities, as defined in the General Scope section of this Ordering Document, are excluded from scope.

Service Project Name: Blood Bank Validation
Legacy SKU: B111679

Blood Bank Validation	Description of Services
	• Perform Validation Preparation
	• Create Master Validation Plan as required by the U.S. Food and Drug Administration (FDA) and other regulatory agencies
	  ○ Provide Risk Assessment linking Your specific validation test scripts to regulatory standards
	• Perform System Review comparing design of system with current blood bank regulations, blood bank best practices, and Your specific policies and procedures
	  ○ Create Test Script Content Review with detailed list of test objectives
	• Perform extensive testing for each of the following applications or workflows, if defined in Your system:
	  ○ Patient Product Compatibility
	  ○ Computer Crossmatch
	  ○ Dispense and Assign
	  ○ Modify Products
	  ○ Patient Combines
	  ○ Receive Products
	  ○ ABO/Rh and Antibody Screen including interpretation pattern verification
	  ○ Product Results including interpretation pattern verification
	  ○ Serologic Crossmatch including interpretation pattern verification
	  ○ Supplemental Testing including interpretation pattern verification
	  ○ Provide analysis and conclusion
	  ○ Report all issues or anomalies
	  ○ Create final validation report
	• Provide electronic validation documentation including video evidence of test script execution

Assumptions	• Validation performed will adhere to United States regulatory guidelines. • Additional validation may be required to meet local regulatory requirements. • This scope refers to a single validation effort to be completed by the Oracle Health Blood Bank Validation team. Prior to testing, Oracle will perform a comprehensive System Review and make recommendations for improvement. You may choose to implement these changes prior to validation. Once validation issues have been presented, You retain responsibility for updates and any additional testing needed. All changes should be made with consideration to Your change control processes in order to maintain the validated state of the blood bank domain. • Validations for future software upgrades may be purchased as needed. • Script execution will be completed in a static, production-like domain with no blood bank related changes occurring during the testing phase.

Service Project Name: PathNet General Laboratory
Legacy SKU: B111680

Oracle Health General Laboratory	Configure for Oracle Health General Lab Implementation according to Model Experience:
	• Migrate ELCE existing orders and configuration to PION environment
	  ○ Order entry with EHR integration
	  ○ Specimen collection management
	  ○ Two (2) specimen collection label programs
	  ○ Create and print collection lists and labels
	  ○ Resulting
	  ○ Range determination related to gender, age, normal
	  ○ Delta Checking
	  ○ Autoverification
	  ○ Clinical Validation
	  ○ Quality Control
	  ○ Medical device interface capabilities of up to 17 devices
	  ○ Standard caresets and up to 10 site specific caresets
	  ○ Standard interpretive data and up to 20 site specific interpretive data comments
	  ○ Standard collection templates and up to 6 site specific templates
	  ○ Standard word processing templates and up to 15 site specific templates
	  ○ Standard report catalog
	  ○ Standard rule catalog and up to five (5) site specific rules
	  ○ Logical Observation Identifiers Names and Codes (LOINC)

Your Cooperation/Obligations	• Communicate any expected instrumentation changes or order catalog changes to Oracle • Build active Quality Control lots prior to go-live • Provide knowledge about any applicable local, state, national, and professional accrediting body regulations • Obtain proper testing documentation to comply with any applicable local, state, national, and professional accrediting body regulations • You are responsible for defining LOINC codes for all DTAs with Oracle coaching. • Your team will complete unit testing in non-production domain.
Assumptions	• All orders will be designed in the respective Oracle Health solution • Optimization activities, as defined in the General Scope section of this Ordering Document, are excluded from scope

Point of Care Specimen Collections – General	• Positive Patient ID
	  ○ If Oracle Health Registration is being implemented, one (1) label-with-armband that includes an Aztec barcode is included. If Oracle Health Registration is already live or a foreign registration system is being used, then Your team will be responsible for making necessary modifications to the patient wristband.
	• Label printers
	  ○ Support the printing of specimen labels at the bedside to ensure positive patient identification (PPID)
	  ○ Oracle will assist in the setup of two (2) label printers.
	  ○ You are responsible for label printer deployment for additional printers.
	Oracle Health Laboratory solutions
	One (1) of the following major Oracle Health Laboratory solutions is required: Oracle Health General Laboratory, Oracle Health Microbiology, or Oracle Health Blood Bank.
	• Point of Care Specimen Collections – Tethered is an Oracle Health Millennium solution that allows the clinician to perform PPID and specimen collection verification at the bedside. Built to support the phlebotomist workflow, the solution provides an enterprise solution for PPID during the specimen collection process. As part of the process, collection list information can be used for specimen collection. Patient demographics, collection requirements and orders to be collected can also be seen in the collection window. At the point-of-care, barcodes on the patient wristband and specimen label

	are scanned and compared to positively identify the patient. Scanning the bar-coded accession number on the specimen label automatically captures the drawn date and time for each specimen container and assigns a collection method and phlebotomist ID to each collection. • Mobile cart ○ Deployed via tethered barcode scanning device with PowerChart on a mobile cart ○ Accessed through either an Oracle Health Millennium compatible laptop, mobile cart, a stationary device in the patient room with scanner attached, or a tablet with an integrated scanner ○ You are responsible for scanner device deployment unless Oracle Health Technologies support has been included. The application team (Delivery Consultant) will assist in troubleshooting initial scanner configuration for proof of concept testing. • Lab specimen collection ○ Supports the phlebotomist workflow for collecting specimens ○ For add-ons: This scope assumes no changes to the current collections design including individual collection requirements, collection routes, and collection runs.
Laboratory Imaging	• Validate imaging workflow within lab and support data collection process / integrated sessions with Oracle Health Content360 Document Imaging • Build document types and security • End user training • Testing and support for importing images within all lab applications that utilize PathNet imaging

Service Project Name: Anesthesia
Legacy SKU: B111676

Oracle Health Anesthesia Management	• Configure Anesthesia net new for Pioneers and El Centro ○ Intraoperative Anesthesia Documentation ○ Actions indicate specific tasks or events that must be documented by the anesthesia provider. Actions might include positioning, times, procedures, and notes. ○ Provider or institutional view settings ○ Integration with SurgiNet nursing documentation pulls in case times, procedures, and other general case data into anesthesia record ○ Pharmacy formulary for medications and fluids ○ Inventory items pulled from the Oracle Health Item Master ○ Facility Charging ○ Anesthesia charges based on anesthesia time and supply item usage ○ Record Viewer/Reporting ○ Concurrency Management ○ System Reports ○ Discrepancy Management
Your Cooperation/Obligations	• Configure any item master maintenance related to Anesthesia Management • Configure shared Anesthesia macros for facility

Service Project Name: Emergency Medicine
Legacy SKU: B111714

Emergency Department (ED)	• ED Triage and Tracking (patient, provider, and bed tracking) • ED Care Management includes nursing documentation and depart process • Clinician Order Entry (multi-disciplinary including medication) • Prescription writing with requisition printing and faxing • ExitCare ED (Patient Discharge Instructions for Emergency Department)

	• Physician Documentation – Oracle will work with You to automate the physician documentation process based on content available • Oracle Health Millennium PowerForm (Facility Charge Ticket) – The charge will cross to the billing system on the existing Oracle to billing system interface. This form can be launched from FirstNet or PowerChart.

Service Project Name: Microbiology
Legacy SKU: B105684

Oracle Health Microbiology	Oracle Health will provide the following services ("Services").
	• Configure for Oracle Health Microbiology - Implementation according to Model Experience:
	  • Standard Order catalog
	  • Inoculation and Incubation
	  ○ Includes one (1) media label program
	  • Susceptibility Testing
	  ○ Organisms
	  ○ Standard susceptibility process
	  • Resulting
	  • Standard Report catalog
	  • Standard Rule catalog and up to three (3) site specific rules
	  • Auto No Growth
	  • Clinical Validation
	  • Scripted workups
	  • Media Labels
	  • Standard word processing templates and up to five (5) site specific templates
	  • Standard work queues and up to five (5) <for FDN & CAH>, ten (10) <for COMM> site specific queues
	  • *Logical Observation Identifiers Names and Codes (LOINC)*

Your Cooperation/Obligations	You are responsible for the following obligations. • Your team will complete unit testing in non-production domain • Communicate any expected instrumentation changes or order catalog changes to Oracle • Provide knowledge about any applicable local, state, national, or professional accrediting body regulations • Obtain proper testing documentation to comply with any applicable local, state, national, and professional accrediting body regulations. • You are responsible for defining *LOINC* codes for all DTAs with Oracle coaching
Assumptions.	• General Laboratory orders (PCR, NAAT, serology type testing) will be designed in the respective Oracle Health solution. • Discrete Interfaced micro excluded • Optimization activities, as defined in the General Scope section of this Ordering Document, are excluded from scope.

Service Project Name: Oncology
Legacy SKU: B105697

MPages – Chart	• Oncology Summary is a view available from the Table of Contents that aggregates data from across the medical record for streamlined information relevant to oncology.
	• Febrile Neutropenia MPages view gives the clinician the ability to view and trend temperature in relation to ANC and the antibiotics the patient is receiving. Oracle will assist You in the implementation of the latest version of the Febrile Neutropenia MPages view.
	• Quick Orders MPages view enables the quick selection of orders in an outpatient setting.
	  ○ Standard scope does not include the creation of custom scripting.
	• Future Orders MPages view is used to display and manage existing future orders for a patient.
	  ○ Timeline MPages view enables the review of a patient's treatment therapy in context of specific events to understand the impact of treatment on a patient.

General Scope – Consulting / Professional Services (CommunityWorks)

Documentation – iView	• Oracle will work with You to automate the Oncology Clinic and infusion center process through the use of Model forms
Documentation PowerForm	• Documentation includes NCI Toxicity and Grading based on guidelines from the National Cancer Institute version 4.0, ECOG, Karnofsky, and Lansky Performance Status and Scores. o Oracle will work with You to automate the assessment and documentation intake process through the use of Oracle Health standard Oncology iView content. • Previous or concurrent implementation of Advanced Care Documentation is required for complete documentation of care
Flowsheets	• Oncology flowsheet allows You to see clinical results for the patient in context of the patient's chemotherapy treatment. The oncology flowsheet allows You to see clinical results for the patient in the context of the patient's chemotherapy treatment. Cycle labels are displayed above the flowsheet corresponding to the patient's relevant chemotherapy PowerPlan order sets. The oncology flowsheet to view administered medications in context of the lab results, vital signs, and other results. The flowsheet also indicates the regimen and cycle of treatment. A. Oracle will work with You to create additional flowsheets.
Staging	• Interactive cancer staging tool allows You the ability to discretely capture data with the support from pathology and radiology reports and automatically calculates the final clinical and pathological stage. The staging status view displays the clinical and pathological classifications as well as key indicators and signature status. • The latest version of AJCC content will be built into the staging tool. o Non-solid tumor content will be built into the staging tool.
Physician Documentation Outpatient and Inpatient – Dynamic Documentation	• Oracle will work with You to automate the physician documentation process based on content available using Dynamic Documentation functionality. The content included is defined by the subscriptions that have been purchased and are included in Your contract. o The individual providers can personalize content.
Unified Orders	• Oracle will work with You to automate the oncology order management process for the adult specialty. • Regimens are groups of orders sets that allow clinicians to select a treatment protocol for a patient which shows the entire plan of care including future treatment, cycles, dates of treatment, and status of each treatment cycle across time. Oracle will assist in the build of: o Adults – Fifty (50) regimens, non-solid tumor content will be built into the staging tool
Assumptions	• PowerChart Oncology project is estimated to kick off eight (8) weeks prior to the project kick off referenced in the General Scope section of this Ordering Document. • All medications and IV sets required for regimen build are fully configured in the El Centro formulary tool prior to execution of this Ordering Document
Your Obligations	• Provide Pharmacy, Oncologist, and Oncology representatives for regimen design and build • Provide final sign off by an Oncologist on Regimen build prior to Oncology Regimen validation • Provide Pharmacy and Oncology representatives for Oncology regimen validation

Service Project Name: Perioperative
Legacy SKU: B105707

Oracle Health Surgical Management	• Scheduling surgical procedures including the associated resources of surgeons, operating rooms, and equipment • Item master and preference cards • Documentation for pre-admission testing, preoperative, intra operative and postoperative processes • Case tracking • Surgical charges based on operating room time, anesthesia time, supply item usage and/or procedures performed • Standard management and operational reporting • MPages – Perioperative Communication Handoff; Pre-Operative to Intra-Operative Handoff, Intra-Operative to PACU Handoff, and PACU to Floor Handoff

Your Obligations	• Configure pick list supplies and equipment • Configure nursing documentation defaults and/or segment associates for all applicable procedures and preference cards • Configure applicable preference card comments, surgeon item exceptions, and surgeon comment exceptions in Case Cart Coordinator Manage Preference Cards applications

Service Project Name: Perioperative Surgical and Endoscopic Imaging
Legacy SKU: B111682

Description of Services	• Oracle will configure existing Oracle Health CareAware MultiMedia archive for Digital Objects to function with Surgical Imaging or Endoscopic Imaging system
	• You will:
	  ○ Host an application server for the image capture supplier
	  ○ Provide external wireless connectivity and devices (for example, USB Wi-Fi dongle) for image capture devices that will not have a wired network connection
	  ○ Ensure each endoscope processor has an available trigger cable
	  ○ Provide a technical resource with responsibility for network and firewall access and file share configuration

Assumptions	• Third-party image capture and recording technology must be installed and in production use prior to Oracle project kick-off unless purchased as part of this Ordering Document. • Supplier is responsible for configuring all endoscope and related system(s) to the point where each room can successfully export images to the appropriate file share location with the appropriate XML files generated. • Supplier is responsible for providing training on image capture device workflow.

Service Project Name: Pharmacy Clinical Surveillance
Legacy SKU: B105723

Description of Services	Oracle Health will provide the following services ("Services").
	• Configure for Oracle Health Pharmacy Clinical Surveillance – CommunityWorks - Implementation according to Model Experience:
	  ○ Oracle Health Pharmacy Clinical Surveillance – Worklist:
	  ▪ Standard columns
	  ▪ Standard detail windows
	  ▪ Standard View Point
	  ▪ Thirty (30) standard Discern rules for alerting will be reviewed, tested, and configured for Your localization.
	  ○ Oracle Health Pharmacy Clinical Surveillance – PowerForm:
	  ▪ One (1) Model Content PowerForm will be imported and linked to the Oracle Health Pharmacy Clinical Surveillance Worklist
	  ▪ Oracle Health Pharmacy Clinical Surveillance Interventions
	• Oracle Health Pharmacy Clinical Surveillance – Discern Analytics 2.0 Reporting:
	• Standard Discern Analytics 2.0 reports will be imported, reviewed, configured, and tested with Your localization

Your Cooperation and Obligations.	You are responsible for the following obligations: • Complete Pharmacy Clinical Surveillance prerequisites prior to engagement • Validation of Oracle Health Microbiology or Discrete Interfaced Microbiology System

Assumptions	• The following events will be provided:
	  ○ Integration testing
	  ○ Super-user training

	○ Go-live/conversion • Requested changes to standard rules will follow the global change process and are not guaranteed • Additional rules will require additional professional services if approved • Custom alerting or report requests will require additional professional services • Delivery of Pharmacy Clinical Surveillance will occur after initial project go-live event if a Discrete Microbiology interface connection is required • Custom alerting or report requests will require additional professional services • Delivery of Pharmacy Clinical Surveillance will occur after initial project go-live event if a Discrete Microbiology interface connection is required.

Service Project Name: Infection Control
Legacy SKU: B111681

Oracle Health Infection Control	Oracle Health will provide the following services ("Services"). • Configure for Oracle Health Infection Control - Implementation according to Model Experience: ○ Infection Prevention and Control (ICP) Worklist ○ Rules ○ Reportable conditions ○ Notifications ○ Infection Prevention and Control (IPC) Workflow Mpage ○ Denominator for Procedure Mpage ○ Lines, Tubes, Drains (LTD) Mpage ○ National Healthcare Safety Network (NHSN) Location Mapping Utility ○ NHSN Export Utility ○ Hospital-Acquired Infection (HAI) Confirmation Advisor ○ NHSN regulatory reporting for bloodstream infection (BSI), urinary tract infection (UTI), surgical site infection (SSI), Denominator for Procedure (DFP), LabID/C-diff • Import standard Oracle Health Infection Control monitoring reports: ○ Isolation ○ Organism line list ○ Serology line list ○ Reportable conditions ○ MDRO report ○ LabID MDRO/CDI report ○ CLABSI validation report ○ Advisor line list (status report) ○ HAI advisor line list ○ Device Reports ○ Central line report ○ All devices report ○ ICU ○ Device denominator reports ○ Specialty care area
Your Cooperation and Obligations.	You are responsible for the following obligations. • Verify that Your facility is enrolled in the NHSN • Validation of Oracle Health Microbiology or Discrete Interfaced Microbiology System
Assumptions.	▪ Services will be performed remotely. ▪ Delivery of Infection Control will occur after initial project go-live event if a Discrete Microbiology interface connection is required

	▪ Optimization activities, as defined in the General Scope section of this Ordering Document, are excluded from scope.

Service Project Name: Radiology Suite
Legacy SKU: B105503

Radiology Management	Oracle Health will provide the following services ("Services"). ▪ Configure RadNet according to Model Experience ○ Order entry and cancel functionality ○ Online Worklist ○ Exam Management ○ Bill Only Items ○ Standard Technical Comments ○ Desktop Console Launcher ○ Report Templates ○ Departmental Scheduling Management
Assumptions.	▪ One (1) standard order catalog shared across all facilities ○ Including interface design for orders and results with outside vendors ▪ Optimization activities, as defined in the General Scope section of this Ordering Document, are excluded from scope.

Service Project Name: Radiology Information System [PACS Virtual Desktop Integration]
Legacy SKU: B111700

Description of Services	Implement Third Party PACS Integration net new for El Centro and Pioneers in the existing Pioneers logical domain. • Configure for Third Party PACS Integration according to Model Experience • Integrate up to four (4) workstations with Oracle Health Radiology Information System
Your Obligations	You are responsible for the following obligations. • Work with Your PACS supplier to code an Application Programming Interface (API) with the specifications provided by Oracle
Assumptions	• Your PACS supplier can code to Oracle-specific Third Party PACS integration application programming interface (API) • Oracle Health Radiology Information System (RIS) is in scope • Optimization activities, as defined in the General Scope section of this Ordering Document, are excluded from scope.

Service Project Name: Radiology [Mammography]
Legacy SKU: B111684

Description of Services	Oracle Health will provide the following services ("Services"). • Configure for Oracle Health Mammography according to Model Experience • Tracking of mammography exams with attachment of American College of Radiology (ACR) BI-RADS Atlas • Patient history form with breast diagram • Standard patient notification letters • Standard patient reminder letters • Mammography Quality Standards Act (MQSA) audit reports
Your Cooperation / Obligations	You are responsible for the following obligations. • Collaborate with Your radiology result vendor(s) to return mammography reports in an MDM or ORU message with BI-RADS values in discrete OBX segments

Assumptions	• Your radiology interface vendor(s) can return mammography reports (either in an MDM or ORU message) with discrete BI-RADs (distinct from the textual report) for the Oracle required minimum BI-RAD values. • Optimization activities, as defined in the General Scope section of this Ordering Document, are excluded from scope.

Service Project Name: Transfusion Administration
Legacy SKU: B107538

Description of Services	Oracle will provide the following Services:
	• Conduct an initial introductory Project kickoff session to introduce project team, discuss your role and necessary resources, discuss the project plan, key events, and timeline.
	• Provide project management, laboratory, nursing, bar coding, and information technology (IT) expertise as required to facilitate the implementation of Transfusion software solution.
	• Provide Project Startup and Role Guide to assist with aligning your resources.
	• Conduct weekly project meetings for project status, data collection and preparation for each upcoming event outlined in the Project Plan.
	• Provide a Current State Review agenda that includes the schedule for the onsite visit for the onsite event and facilitate the onsite event meeting. A product demonstration will be provided to Your team during this meeting.
	• Conduct a system design review session with You where system design tools, and consultative services on any decisions for policies and procedures.
	• Conduct a final system design review with You to align with solution configuration.
	• Oracle will provide training for up to eight (8) of Your trainers. This training will be no more than two (2) hour sessions on the day scheduled in the agenda.
	• Provide consultative services in creating training materials.
	• Prepare your site resource(s) to train super/end users.
	• Provide clinical consultation and supporting documents to enable Your development of processes that support change management for the implementation of the Transfusion Administration solution.
	• Provide consultation and documents to guide You through a single validation event of the Transfusion Administration solution.
	• Provides Solution Consulting services.
	  ○ *Current workflow assessment*
	  ○ *Solution Demo (one supporting Model design and one validating design decisions*
	  ○ *Solution Design decisions in Design Manager*
	  ○ *Solution integration into current state.*
	  ○ *Discuss workflows that are changing and are not changing.*
	  ○ *Downtime workflow decisions*
	  ○ *Train your educators to deliver end-user training for the solution workflows.*
	  ○ *Conversion Readiness assessment*
	  ○ *Consulting services in creating training documentation.*
	  ○ *Access requirements*
	  ○ *Discuss and help define Key Performance Indicators (KPIs)*
	• Provide training and consultation during a Maintenance Training event to Your project team on the configuration, maintenance, and deployment of the Transfusion Administration Solution during the project as specified in the Project Plan schedule and agenda on site and remote.
	• Install the Transfusion Administration software onto the domain servers in one (1) training, one (1) non-production, and one (1) production environment(s)
	• Provides Technical Consulting services for your technical team resources.
	  ○ *Barcoding type and design the system supports.*
	  ○ *User Provisioning options and maintenance*
	  ○ *Solution configuration in the Solution Management tool*
	  ○ *Setup for Vitals collection with iBus if applicable*
	  ○ *Connectivity requirements for end-user access to the web-based solution*
	  ○ *Access requirements*
	  ○ *Maintenance Training*
	  ○ *Production Cutover steps and requirements*

	○ *Event Requirements* ○ *Weekly project meetings.* • Provide consulting services and implementation services for each system interface listed below to Millennium or a single third-party system. All interfaces are to meet the Oracle Health interface specifications. ○ *Admit Discharge Transfer (ADT) from the registration system.* ○ *An HL7 BTS Blood Bank Status inbound interface to Oracle Millennium from Oracle Bridge* ○ *An HL7 Transfusion Results inbound interface from Oracle Millennium to Oracle Transfusion Administration* ○ *An outbound Oracle Bridge OPENLink Results update (ORU) to Oracle Millennium* • Perform triage and troubleshooting for each project issue logged by your team. • Provide to You baseline training scripts and consulting services for one (1) integration testing event to guide Your project team on the customization of scripts to meet Your specific needs. • Provides to You a go-live readiness assessment document. Oracle and You will review all items on the readiness assessment and assure logged issues assigned to Oracle are addressed as needed. • Provide support for super users for first three (3) days of go-live. ○ Oracle will provide on-site one (1) technical consultant and one (1) clinical consultant working 12-hour shifts during daytime business hours and will be on-call after hours. Interface Consultant will be remote. • Oracle will coordinate with You daily meetings to review reported issues during Go-Live • Conduct an introduction transition between Your support team and Your advocate. Transition to include the handoff of the support checklist, issue log and goals to Your advocate. • Oracle will conduct a Support turn-over call with the Oracle support team and Your project 30 days post Go-Live. At this time all issues will be handled by the Oracle support team by logging a Service request with support. • Oracle Health will conduct a Health Check event 45 days post Go-Live to review KPI Goals and user adoption.
Your Cooperation / Obligations	You are responsible for the following obligations: • Review Project Startup and Roles Guide, coordinate Your meeting participants. • Procures required equipment and stages equipment as outlined in the project plan. • Implements bar code plans as outlined in the project plan. • Confirm with Oracle the software was installed on the Transfusion administration servers in one (1) training, one (1) non-production, and one (1) production environments • Loads any software on Your devices if needed. Supported 3rd party browsers and Mobile Device applications if needed. • Completes initial assessment, procures room and projectors based on agreed upon kickoff agenda, invites Your participants. • Coordinates and facilitates system design meetings, completes modules and, develops policies and procedures. • Participates in events and weekly meetings outlined in the project plan. Reports and sends issues to Oracle consultant. • Creates new policies and procedures leveraging system design modules Incorporates new policies and procedures in the train the trainer training. • Facilitates training super user training. • Attends and participates in training sessions conducted by Oracle. • Assures all Your personnel are attending the transition to support call • Assures Your specific outcome measurements efforts are ongoing as outlined in the KPI discussions that are part of the Current State Review event
Assumptions	• Oracle will provide hardware requirements for the software solution and as requested, consultation in connection with Your evaluation and selection of hardware. • This scope provides implementation services for a single facility • Duration of the Implementation of Oracle Health Transfusion Administration is expected to be Completed within six (6) months. If included in a larger project with Millennium, then the expectation is within 12 months.

Custom Professional Services - Training and Adoption Services (B110310)

Service Project Name: Organizational Change Management Assessment
SKU: B110310

Description of Services	Oracle will provide the following Services:
	• Facilitate Organizational Change Management Assessment (OCMA). Assessment includes:
	  ○ Organizational evaluation of current culture and business practices to assist You in creating an organizational campaign to influence and promote benefits of system implementation
	  ○ Translating assessment results into Oracle's Communication, Leadership, Engagement, Alignment and Responsibility (CLEAR) change plan which includes motivational tips, as well as communication and learning tactics tailored for Your approach to end-user adoption

Custom Professional Services – Data Services (B110300)

Service Project Name: Pixel Pusher Image Extraction
Legacy SKU: B107580

Description of Services	Oracle Health will provide the following services ("Services").
	• Process Oracle Health Millennium database records and image files into image index files allowing import into a second system
	  ○ "Data Files" refer to all non-database records files that Oracle or You shall provide for migration, such as image files (i.e. TIFF, JPEG, PDF, and BMP files), COLD Files, text files, *Microsoft Word* (i.e. DOC), and other common record files.
	  ○ Supplier will deliver images in their native format.
	  ▪ PDF format can be accommodated for additional cost.
	• Track documents delivered, documents not found, data files delivered, data files not found, corrupted data files, and missing database records
	• Identify disk space requirement estimations required for image archive
	• Assist with shipment of database records and associated data files on encrypted external hard drives (or applicable substitute – STFP)
	• Provide proof of concept phase images and associated image index files
	• Provide production load phase images and associated image index files
	• Documents with annotations will be provided as PDFs with annotations overlayed.
	  ○ Supply Oracle approved encrypted USB disk drives for image and image index transport, if data volume requires.
	• Image processing and indexing preparations for import into Your system
	  ○ Identify all current document types in contributing legacy system
	  ○ Validate number of images being migrated
	  ○ Identify 0 byte, corrupted, or missing non-database or image files
	  ○ Delivered index fields likely consist of BLOB Identification (ID), Batch Name, Account Number, MRN, Date of Birth, Admit Date, Document Type, Last Name, and First Name.
	• Proof of concept phase:
	  ○ Processing of one or more sample sets of database records and associated data files
	• Production phase:
	  ○ Production data files to be provided in a maximum of four (4) processing lots in accordance with the jointly established production schedule for each phase of the project
	  ○ Final production shipment to contain remaining images and image index files not supplied in previous production processing lots
	  ○ Upon approval of Oracle and You, standardized place holder images will be inserted in place of identified missing or corrupt Data files.

Your Cooperation / Obligations	You are responsible for the following obligations. • Designate Oracle migration rules associated with patient level records currently associated with a medical reference number but not presently associated with any single encounter number • Provide the entire Oracle electronic document management (EDM) database or database extraction and associated data files from the Oracle EDM system, ensuring a complete set of database records unless supplied by Oracle • Ensure disk space as required for database, image archive, and image import storage repositories • Ensure ability to connect encrypted external USB connected hard drive to be used during image transports • Bear all costs associated with shipping the encrypted external USB hard drives to Supplier • You will validate/sign-off on all sample work prior to production extracts occurring. • Create front-end and back-end accounts as needed for Oracle staff assigned to project.
Assumptions	• Estimated project duration is dependent on the number of images, number of source systems, number of slices, Your availability, and system connectivity. • All work is performed remotely. • Legacy system may contain clinical encounter-level documents, clinical person-level documents, non-clinical encounter-level documents, and non-clinical person-level documents. • Documents can be processed in any order of date.

	• The database records and associated data files are currently stored in Your legacy EDM system and will be extracted by You or Your agency in accordance with Oracle's standard specifications: https://wiki.cerner.com/x/IYiZY.
	• Legacy system does not contain documents with annotations or signatures. If annotations or signatures are present, they must be merged or otherwise combined with delivered images files. If Your assistance is required to process annotations, additional professional services will be required.
	• Legacy system does not contain documents that will be required to be cold fed.
	• The delivery media shall remain the property of Oracle or its business partner.
	• Additional processing lots (slices) will require additional professional services.
	• Oracle reserves the right to review and potentially require an additional Ordering Document if image counts exceed the defined image quantities noted in this Ordering Document.
	• Oracle reserves the right to the use of Oracle approved Health Insurance Portability and Accountability Act (HIPAA) compliant third party companies to provide additional services to process Your data files. Oracle will remain responsible for the overall delivery and compliance requirements.
	• Prerequisites for client-hosted domains:
	  ○ Appropriate hardware and licensing are in place and You are current on maintenance levels
	  ○ Java 8 or higher
	  ○ Open Office 4.1.15
	  ○ Credentials for web services used (CDI, CAMM6, CAMM7 or access to the SecurePath drives
	  ○ Credentials for the v500 Millennium Oracle database
	  ○ Credentials for the AX Oracle or MS SQL database (if separate from v500)
	  ○ Operational production and non-production Oracle Health Millennium domains with current EDM implemented
	  ○ Administrative access to production and non-production source and target nodes including:
	  ▪ Oracle Health backend hosts, AX servers, and image import storage repositories
	  ○ Oracle Health accounts required to validate image readability
	  ○ Disk space as required for database, image archive, and image import storage repositories
	  ○ Remote access to required systems through Oracle's SecureLink or other remote access solution
	  ○ Ability to connect encrypted external USB connected hard drive to be used during image transports
	  ○ Completed event set hierarchy build and enterprise master patient index (EMPI) upload are required before the production image upload can begin
	  ○ Completed creation of any additional Oracle Health note types as required
	• Oracle Health's image migration service provides the exporting of images and patient related data from the legacy Enterprise Document Management (EDM) system. This process maintains a customer's access to historical information associated with historical patient data. Based on the requirements of Your legacy system, images may be migrated using their current Oracle standard file formats.
	• Completion of the project is defined when Oracle delivers the final import of documents and records as defined above.
	• You will have a period of 30 days following Oracle's delivery of the deliverables to review and accept the deliverables. Your acceptance of the deliverables shall be solely determined by the conformance of the deliverables with the specifications as described above. If the deliverables are unacceptable to You, You shall describe in writing any non-conformance with the specifications and any defects or problems with the conversion. Oracle will make best effort to rectify issues within 30 days from the date of receipt of Your written notice. If You do not provide Oracle with Your written objections to the deliverables within a 30 day period, You will be deemed to have accepted the deliverables.
	• The delivery media shall remain the property of Oracle unless You agrees to purchase disk devices as outlined in a separate arrangement letter.
	• Oracle Health EDM image archive system may contain both clinical and non-clinical encounter level documents, clinical person level documents, non-clinical encounter level documents, and non-clinical person level documents

	• Where documents are being loaded to EDM through COLD FEEDs, all COLD FEED documents including those with overlays will be processed into PDF format. No changes, redirection or stopping of COLD Feed processes will be performed with extraction processing. • The historical image migration summary: Extract in archive mode (all years) • Source database #1 legacy system: CERN_COMF | ELCE_CA | P0581 (CAMM) • Estimated volume of documents: 1,477,632 documents (all years) • Based on growth rates for your site, databases that exceed 2,000,000 documents are subject to additional services and fees. • All work is performed remotely.

Service Project Name: Data Migration Consulting [Deconversion]
Legacy SKU: B107580

Description of Services	Oracle will provide the following Services: • Provide a standard extract from one (1) Oracle Health Millennium CommWx Domain: **CERN_COMF | ELCE_CA | P0581** • Up to two (2) data pulls are included: one (1) for testing and one (1) bulk extract; any additional data loads are subject to additional services. • Standard extract will include the following items provided by Oracle: o Data Sets and Tables ▪ RELATIONSHIPS ▪ ADDRESS ▪ PHONE ▪ LONG_DATA ▪ PERSON ▪ ENCOUNTER ▪ ORDERS ▪ CLINICAL_EVENT ▪ SCHEDULING ▪ SURGINET ▪ BLOOD_BANK ▪ CARDIOVASCULAR ▪ PHARMNET ▪ ANATOMIC PATHOLOGY ▪ GENERAL_LAB ▪ MICROBIOLOGY ▪ PROBLEMS ▪ DIAGNOSIS ▪ PROCEDURE ▪ CLINICAL_MODIFIERS ▪ CODING ▪ MEDIA_MASTER ▪ ALLERGY ▪ FAMILY_HISTORY ▪ SOCIAL_HISTORY ▪ PREGNANCY ▪ PATIENT_TRACKING ▪ TASKS ▪ EKS ▪ CONSENT ▪ AUTHORIZATION ▪ BILLING_ENTITY ▪ CHARGE ▪ PFT_ENCNTR ▪ PFT_TRANS_RELTN ▪ REFERENCE ▪ REFERENCE_SYSTEM o Scanned Document Image Pointer Files

	▪ Result Statuses: • Auth (verified) • Modified • Altered • Transcribed • Unauth • In Progress o Multimedia Files ▪ Content Types: • Clinical Attachment • Clinical Media - Other • Clinical Photos • Clinical Summary • Document Exchange (PDF) • EPCS_RPT • FEES Images • Ophthalmology • PA Attachment • Patient Provided • Patient Sensitive Photo • Person Photo • Rad Breast Diagram Burned Image • RRD Source File • Surgical Imaging • Wound • zCAMM7TEST
Your Cooperation / Obligations	You are responsible for the following obligations: • Report issues within thirty (30) days of the final catchup file occurring; any issues reported post the thirty (30) day issue resolution window are subject to additional services • Sign off on sample file validation prior to any bulk imports occurring • Select the appropriate Continuity of Care (CCD) Template within Clinical View Manager as a part of the project or has the option of building a custom template.
Assumptions	• For data extraction, Oracle will provide Your data from Oracle Health EHR system in accordance with the current version of specifications at the time of signature. • Migration Specifics found on the Wiki: https://wiki.cerner.com/x/rU0Zf • Extract scripts are designed to support the minimum code levels shown below. Code levels below this threshold require additional support fees. o Millennium: 2015.01.20 o Oracle Command Language (CCL): 8.12.5 • Extract timing is dependent on the volume of data. After design decisions are finalized, Oracle will provide timing estimates for each file delivery. • The historical image migration summary: Extract in **archive** mode (all years) Source database #1 legacy system: CERN_COMF | ELCE_CA | P0581 (CAMM) Estimated volume of documents: **1,477,632 documents (all years)** Based on growth rates for your site, databases that exceed 2,000,000 documents are subject to additional services and fees. • Estimated volume of multimedia files (MMFs): **176,629 artifacts (all years)** Source database: CERN_COMF | ELCE_CA | P0581 (CAMM) Based on growth rates for your site, databases that exceed 1,000,000 artifacts are subject to additional services and fees.

Service Project Name: Enterprise Master Patient Index (EMPI)
SKU: B110300

Description of Services	Oracle will provide the following Services:
	• Complete **preliminary** evaluation of overlap of EMPI extracts from COMF (Pioneers Memorial Healthcare District and El Centro Regional Medical Center.
	  ○ Oracle will complete probabilistic evaluation aggregate files to identify expected level of duplication/overlap in future EMPI for remediation planning.
	  ○ Oracle will prepare a summary and schedule a conference call with the client to review these results.
	  ○ Oracle will provide all details to client.
	  ○ Client with assistance from Oracle will establish match/merge rules to optimize migration load and to determine post-load duplicate remediation effort.
	• Evaluation and remediation of Millennium PROD **following person load to target domain of all files.**
	  ○ Oracle will pull Millennium EMPI COMF
	  ○ Oracle will complete probabilistic evaluation of Millennium EMPI with the new patient records included.
	  ○ Oracle will prepare a summary and schedule a conference call with the client to review these results.
	  ○ Oracle will provide all details to client.
	  ○ Oracle will utilize established match/merge rules to load qualified duplicates into batch combine for resolution
	• Evaluation and remediation of Millennium PROD **following final delta person load to target domain.**
	  ○ Oracle will pull Millennium EMPI.
	  ○ Oracle will complete probabilistic evaluation of Millennium EMPI with the new patient records included.
	  ○ Oracle will prepare a summary and schedule a conference call with the client to review these results.
	  ○ Oracle will provide all details to client.
	  ○ Oracle will utilize established match/merge rules to load qualified duplicates into batch combine for resolution.

Your Cooperation / Obligations	You are responsible for the following obligations: • Connect Oracle Health Associates with the appropriate client stakeholders, including the aligned IT analyst(s) the consultants will support. • Client to provide non-Oracle EMPI extract(s). • Client to review and approve detailed results and agree on follow-up actions and/or match rules. • Client responsible for follow-up actions not addressed through automation • Client to continue to review detailed duplicates going forward • Execute project work, including any necessary design, configuration, testing, training, and/or go-live planning and support.
Assumptions	• Oracle has the ability to pull most Oracle applications, with Client approval • Oracle use probabilistic matching algorithm to determine likely matches of the new EMPI to the existing in Millennium. • Details associated with the EMPI evaluation findings (such as duplicates) will be provided to Client via secured means • All work set forth herein will be performed remotely • Client shall incur additional fees if services are requested beyond the scope of work set forth in this Scope • Oracle Health requires 30 to 60 days following the project start date to accommodate its project staffing requests. • You acknowledge that Oracle Health is not obligated to provide the same project team member previously assigned to the project and that 60 days' notice must be given prior to project restart

Service Project Name: Data Migration Consulting
Legacy SKU: B103791

Description of Services	Oracle will provide the following Services:
	• Provide a standard migration into one (1) Oracle Health Millennium CommWx Domain: **CERN_COMF | PION_CA | P0581**
	• Up to three (3) data loads are included: one (1) for testing, one (1) for production, and one (1) catchup file post conversion; any additional data loads are subject to additional services.
	• Standard import will include the following items provided by Oracle:
	  ○ Source System #1: **CERN_COMF | ELCE_CA | P0581**
	  ▪ Patient Demographics
	  ▪ Person-level Continuity of Care Documents (CCDs) that include the following sections:
	  • Problems
	  • Allergies
	  • Medications
	  • Immunizations
	  • Procedures

Your Cooperation / Obligations	You are responsible for the following obligations: • Report issues within thirty (30) days of the final catchup file occurring; any issues reported post the thirty (30) day issue resolution window are subject to additional services • Sign off on sample file validation prior to any bulk imports occurring
Assumptions	• For data import, Oracle will migrate Your data into the Oracle Health EHR system in accordance with the current version of specifications at the time You sign this Ordering Document • This project assumes one (1) source system ○ **CERN_COMF | ELCE_CA | P0581** • Migration Specifics found on the Wiki: https://wiki.cerner.com/x/rU0Zf • Oracle is not responsible for any third-party validation delays which may delay, suspend, or impact project timelines

Service Project Name: Data Migration Consulting [Deconversion]
Legacy SKU: B107580

Description of Services	• Oracle will provide the following Services:Provide a standard extract from one (1) Oracle Health Millennium CommWx Domain: **ELCE_CA**
	• Up to three (3) data loads are included: one (1) for testing, one (1) for production, and one (1) catchup file post conversion; any additional data loads are subject to additional services.
	• Standard extract will include the following items provided by Oracle:
	  ○ Patient Demographics
	  ○ Person-level Continuity of Care Documents (CCDs) that include the following sections:
	  ▪ Problems
	  ▪ Allergies
	  ▪ Medications
	  ▪ Immunizations
	  ▪ Procedures

Your Cooperation / Obligations	You are responsible for the following obligations:

	• Report issues within thirty (30) days of the final catchup file occurring; any issues reported post the thirty (30) day issue resolution window are subject to additional services • Sign off on sample file validation prior to any bulk imports occurring • Select the appropriate Continuity of Care (CCD) Template within Clinical View Manager as a part of the project or has the option of building a custom template.

Assumptions	• For data extraction, Oracle will provide Your data from Oracle Health EHR system in accordance with the current version of specifications at the time of signature.
	• Migration Specifics found on the Wiki: https://wiki.cerner.com/x/rU0Zf
	• Extract scripts are designed to support the minimum code levels shown below. Code levels below this threshold require additional support fees.
	  ○ Millennium: 2015.01.20
	  ○ Oracle Command Language (CCL): 8.12.5
	• Extract timing is dependent on the volume of data. After design decisions are finalized, Oracle will provide timing estimates for each file delivery.

EPCS IMPLEMENTATION-COMMWX (B104403)

Description of Services	Oracle will provide the following Services to implement Electronic Prescribing for Controlled Substances (EPCS): • For up to three (3) remote meetings, introduce You to the responsibilities, train, test, and demo steps related to Your implementation. • Provide You with steps and recommendations for identity proofing/credentialing providers • Assist You with guidance for meeting state-based pharmacy laws, boards, and rules using EPCS functionality • Provide You with steps on the nomination and approval of access controls (dual-factor authentication) • Provide You with guidance regarding requirements for performing ongoing security analysis of providers credentials • Build and test EPCS functionality in one (1) of Your production domains • Provide You with one (1) remote conversion preparation meeting • Provide up to twenty (20) hours of remote go-live troubleshooting assistance during the week of go-live during normal business hours • Provide up to twenty (20) hours of remote assistance for up to thirty (30) business days following go-live during normal business hours
Your Cooperation / Obligations	You are responsible for the following obligations: • Designate super users (EPCS administrators) to attend all meetings • Designate administrators, enroll providers, and maintain EPCS credentialing, nomination, and approval processes post go-live • Validate build through end users
Assumptions	• You must have the following prerequisites: o Required Base Code Level: 2012.01 plus necessary .19 or higher packages o Oracle Health Electronic Prescription Interoperability version 10.6 o Oracle Health Electronic Prescription Interoperability Bedrock Registration Wizard ▪ Providers must have an established relationship via this tool for any location(s) from which provider wishes to electronically prescribe controlled substances o Oracle Health Electronic Prescription Interoperability Bedrock Logical Access Control Wizard o Oracle Health Privacy Analytics version 4.5 or higher o Oracle Health MultiMedia Archive o Secondary Factor Authentication o One Drug Enforcement Administration (DEA) approved device; such devices include, but are not limited to: ▪ One-time-password tokens ▫ Soft token ▫ Hard token o Providers who will be utilizing the EPCS functionality must be registered with the Oracle Hub and SureScripts via the Bedrock Wizard to obtain a unique Security Parameter Index for each facility from which they will be e-prescribing. o DEA regulation requires that providers wishing to e-prescribe controlled substance prescriptions be both nominated and approved for this service level; this will occur via the Bedrock Wizard and will require Your input/interaction. o Oracle's standard print requisitions include the necessary DEA components related to EPCS. Any services related to custom requisitions are not included in the Services and may be purchased under a separate contract. o Services will be provided remotely. o Normal business hours are Monday – Friday, 8:00 AM – 5:00 PM CST.

Flywire Platform Implementation (B104055)

Description of Services	Supplier will provide the following Services: • Data Exchange. • Supplier will provision sFTP account(s). • Supplier will automate the receipt via sFTP, validation, and processing of You encounter data into the Supplier platform. • Supplier will develop an automated generation of posting files in a mutually agreed upon file format and delivery via sFTP. • Patient and Staff Experience. • Supplier will provide Oracle and You with a worksheet to capture all information required to build out the patient and staff experiences (e.g. customer support #, hours of operation, lockbox address, etc.). • Supplier will provision the patient and staff experiences based on the agreed upon design document. • Payment Processing. • Supplier will configure and test payment processing on the Supplier platform. • Paper Statements. • Supplier will provide base paper statement template. • Supplier will configure the paper statements in the agreed upon design, using the agreed upon logic.
Your Cooperation / Obligations	You are responsible for the following obligations: • Data Exchange. • Oracle and You will assist in providing required encounter data (patient guarantor, charges, balances, etc.) in a mutually agreed upon file format. • Oracle and You will automate daily feeds to Supplier via sFTP. • Oracle and You will automate the daily receipt via sFTP and processing of posting files. • Oracle and You will automate the daily receipt via sFTP and processing of any scheduled reports for the purpose of synchronizing/updating. • Patient and Staff Experience. • You will complete worksheet in a timely manner, based on the agreed upon project timeline. • Payment Processing. • You will provide payment processing account information. • Paper Statements. • You will provide bank lockbox specifications. • You will provide any required patient statement logic. • You will agree to paper statement design (e.g. logo, address, contact information, color, etc.).
Deliverables	• Branding and online experience requirements definition • Payment processing requirements definition • Paper statement requirements definition • Data exchange requirements definition • Sample Dataset • Branded online experience (landing page, bill page, emails, dunning levels, etc) • Payment processing settings configuration (CC, Check, Cash, PayPal) • Tested data file exchange (data load and reconciliation) • Deployed staging environment for You testing • Payment processing test • Developed paper statement • Paper statement UAT • Statement Production Configuration • End to End UAT

	• Training

Oracle Health Direct HISP Connection – CommunityWorks – Facilities (B104153)

Defined Terms	• "HISP" means Health Information Service Provider that follows both Direct Project standards and DirectTrust.org policy best practices. • "Registration Authority" means an organization possessing the authority to identity-proof Your facilities on behalf of Oracle for purposes of distributing Direct addresses. • "Authorized Representative" means an individual(s) from Your organization who is responsible for managing access to the ability to send and receive messages for their respective direct domain(s). This person has authority to sign contracts with Oracle.
Description of Services	Oracle will provide the following Services: • Perform necessary identity verification to issue proper digital certificates • Perform and test the HISP configurations necessary to conduct directed exchange • Complete necessary configuration to process Your messages on the Oracle Health Direct HISP • You will be capable of conducting directed exchange using the Oracle Health Direct HISP • Connectivity for one (1) non-production and one (1) production Oracle Health Millennium domain through configuration of one (1) non-production Oracle Health Direct email domain and one (1) production Oracle Health Direct email domain
Your Cooperation / Obligations	• You are responsible for the following obligations: o Timely management of distributing initial and ongoing Oracle Health Direct addresses (including revocation) to send/receive messages via Oracle Health Direct within Your authorized Oracle Health Direct domain(s) o Building any organizational contact lists within Your authorized Oracle Health Direct domain(s) • If You choose not to utilize the recommended Oracle Health Direct default email domain (e.g. @baselinewest.cernerdirect.com), the following additional responsibilities apply: o You are responsible for obtaining and providing proof of ownership of a domain for use in directed exchange that meets industry and Oracle guidelines. The Internet domain registrar utilized by You (e.g. GoDaddy) should be able to support delegated subdomains. If You are unable to secure an Internet domain registrar that supports delegated subdomains, the Oracle Direct standard domain can be utilized, or You may delegate the management of the root domain to Oracle for purposes of conducting Directed exchange on the Oracle Health Direct HISP at no additional cost to You. In the latter case, You still retain responsibility for all contract maintenance and renewal with the Internet domain registrar. ▪ Note: Not applicable if You are a CommunityWorks, specialty venue, or Oracle Health Direct Web Inbox customer leveraging the Oracle Health Direct standard domain. • You are responsible for performing necessary ongoing Domain Name System (DNS) configuration and maintenance to Your domain to process messages through the Oracle Health Direct HISP (e.g. Name Service Record configurations). o Note: Not applicable if You are a CommunityWorks, specialty venue, or Oracle Health Direct Web Inbox customer leveraging the Oracle Health Direct standard domain, or if You are delegating management of Your root domain to Oracle.
Assumptions	• If You cannot complete any of the assumptions set forth below, You may purchase additional professional services hours for an Oracle resource to complete the work; any additional hours may result in additional fees • You are expected to utilize the Oracle Health Direct default domain (e.g. @baselinewest.cernerdirect.com) • If You do not utilize the recommended Oracle Health Direct default email domain, You will need to supply the required DNS configuration knowledge at an analyst skill level (or access to this knowledge, e.g. third party) • One (1) to three (3) weeks for Oracle Health Direct Web Inbox, and four (4) to eight (8) weeks for Oracle Health Millennium use of Oracle Health Direct HISP per implementation, depending upon Your availability and optional DNS expertise • No training will be provided relative to the services set forth in this scope

	• Certification Authority o Oracle or its subcontractor will serve as the Certification Authority for subscribers to Oracle Health Direct; the Certification Practice Statement, available at http://www.cerner.com/cps, describes the Certification Authority's practice for issuing and managing digital certificates and Your responsibilities with respect to Your use of the digital certificates

ORACLE HEALTH EHR PHYSICIAN MOBILITY IMPLEMENTATION – COMMUNITYWORKS (B104276)

Description of Services	Oracle Health will provide the following Services: • Set Up and Configuration: o Configure PowerChart Touch in one (1) production environment. o Provide You with Mobility Extension for Physician user access including *PowerChart Touch*, Camera Capture, and Message Center applications. • Training: o Conduct one (1) one (1) hour virtual training call for the physicians (includes application demonstration). o Conduct one (1) one (1) hour virtual training call for the admins on accessing Oracle Health Central site (includes demonstration of provisioning a *PowerChart Touch* access code). o Provide job aids for physician and admin roles. • Support: o Provide support as mutually agreed upon during concierge, end user training, and conversion to troubleshoot *PowerChart Touch* errors and provisioning errors. o Provide additional support as mutually agreed upon by other technical teams for Oracle Health Central or hardware issues.
Your Cooperation / Obligations	You are responsible for the following obligations: • Identify super users to attend Oracle Health training. • Identify admins. • Provide training to Your physicians who did not attend Oracle Health training. • Provide physicians with PowerChart Touch access codes. • Access codes granted determined by number of licenses purchased. • Ensure users download PowerChart Touch, Camera Capture, and Message Center applications from the Apple iTunes App Store or Google Play store. • Supply Apple iOS or Google Android device(s). • Test system to validate PowerChart Touch is working as designed.

Oracle Health PDMP - Implementation CommunityWorks – Client (B104394)

Description of Services	Oracle will provide the following Services to implement Oracle Health Prescription Drug Monitoring Program (PDMP): • Enable state-centric Oracle Health PDMP data to be available within the clinical workflow through an MPages workflow component. • Provide training via documentation and recorded training videos. • If applicable to the domain: o Perform initial configuration of the Oracle Health PDMP MPages component for Your two (2) domains (one (1) non-production and one (1) production), which will include: ▪ Uniform resource locator (URL) configuration ▪ URL credential configuration ▪ Bedrock MPages view configuration o Perform setup of Your positions with access to the Oracle Health PDMP Gateway MPages component. • Go-live: o Collaborate with You to validate Oracle Health PDMP configuration and connectivity to the end user.
Your Cooperation / Obligations	You are responsible for the following obligations: • Provide access to Oracle Health PDMP for applicable users. • Comply with applicable state Oracle Health PDMP requirements. • Assist with validation of Oracle Health PDMP configuration and connectivity to the end user. • Provide Your subject matter experts or super users to support go-live event.
Assumptions	• High-speed Internet connectivity is required to access Oracle Health PDMP Gateway and associated training materials.

Payment Fusion Payment Terminal Implementation – Devices (B104327)
and
Payment Fusion Merchant ID Implementation - Submitter IDs (B104326)

Third Party Supplier Tasks/Activities	• Provision gateway accounts, software, and associated hardware for You • Ship the devices directly to You • Provide a form to You that includes the permission options for users of Control Center. You will need to return this form and the users' contact information to the Supplier for setup of credentials • Follow all validated point to point encryption (P2PE) policies and procedures internally, including policies and procedures for access control, device management, point of interaction software updates, incident responses, and third-party agreements • Configure user accounts in control center and provide training to You if requested • Send validated P2PE hardware and a P2PE instruction manual (PIM) to You
Your Tasks/Activities	• You may need to install additional Ethernet ports for the devices. • Information technology (IT) resources may need to make changes to the location's network to ensure that the devices can communicate out through their network to the Payment Fusion services. • A technical configuration guide will be provided with the information required to make these changes.
Deliverables	• Gateway account creation, software setup, device provisioning
Project Assumptions	• Ethernet ports are available for wired device at Your location.

Description of Services	Oracle will provide the following Services related to Your Oracle Health Seamless Exchange Implementation: • Facilitate project meetings, as mutually agreed upon between parties, which may include: a Readiness assessment meeting, a Kick-off meeting, project status meeting(s), or other meeting(s). • Prepare a mutually agreed upon project plan outlining implementation events and activities. • Provide You with an Oracle Health Seamless Exchange deployment documentation and design-decision matrix workbook. • Set up (1) Oracle Health Millennium-production domain with Oracle Health Seamless Exchange. This includes enabling Oracle Health Seamless Exchange clinical content through the utilization of existing interoperability products with existing external data sources and enabling Your Oracle Population Health Platform Electronic Health Record (EHR) as a data source in designated production domain. • Configure Record Retrieval Service (RRS) and Record Synchronization Service (RSS) in the cloud-deployed software version in up to one (1) of Your designated production environments. • Enable automated synchronization technology for Your facilities within the designated production environment. Included facilities are identified in the project meetings and designated for Design Decision Matrix review and completion. • Identify and disable appropriate legacy queries during synchronization enablement, as applicable. • Enable external labs, vitals, and documents to map to existing event set and event code configuration. • Provide up to two (2) virtual training sessions of one (1) hour each, on model training materials, to IT and clinical staff responsible for rollout and support. • Validate that Oracle Health Seamless Exchange is Configured and data is available through synchronization to Oracle Health Millennium. • Provide You with a production sign-off form. • Provide up to two (2) weeks of post-conversion assistance during business hours following go-live.
Your Cooperation / Obligations	You are responsible for the following obligations: • Establish procedures to manage external source onboarding and updates of external sources as contributors to Oracle Health Seamless Exchange, as per the project plan. • Participate in project meetings and fulfill role duties as outlined in the project resourcing guide and project plan. • Complete the design-decision matrix workbook. • Develop user training materials and deliver training. • Complete and return production sign-off form prior to production enablement. • Guide production enablement activities through Your defined change control processes. • Maintain Oracle Health Seamless Exchange as outlined during the maintenance training.
Assumptions	• Oracle Health Seamless Exchange provides the ability to choose and include sources of external data to be synced to Oracle Health Millennium. External sources are identified during the project meetings and designated for Design Decision Matrix review and completion. • Business hours are Monday – Friday, 8:00 AM through 5:00 PM Central Time.
Trademarks	• FHIR is the registered trademark of Health Level Seven International (HL7), and its use does not constitute an endorsement by HL7.

ELECTRONIC PRIOR AUTHORIZATION - COMMWX IMPLEMENTATION – CLIENT (B104399)

Description of Services	Oracle will provide the following Electronic Prior Authorization CommunityWorks Implementation Services: • Assign additional services levels to *Surescripts* Prescriber Identifier (SPI) in one (1) production environment to allow for Electronic Prior Authorization (ePA) related transactions to route back to eligible providers. • Conduct superuser training, as mutually agreed upon, on adding associated service levels, management of nursing ePA worklist, and ePA provider workflow.
Your Cooperation / Obligations	You are responsible for the following obligations: • Ensure all relevant demographic information is tied to the provider having the service level added to provider's existing SPI. • Perform testing in production to validate that ePA related transactions route back to eligible providers.
Assumptions	• Services will be performed remotely.

Oracle Health Scheduled Video Visits Implementation - CommunityWorks - Client (B104422)

Description of Services	Oracle will provide the following Services: • Review Video Visit prerequisites and implementation with You. • Complete package load and configuration. • Update existing appointment type(s) or build new appointment type(s). • Enable Video Visit. • Validate technical functionality prior to your validation. • Conduct bi-weekly meetings to review project scope, tasks, and timelines until the completion of the implementation.
Your Cooperation / Obligations	You are responsible for the following obligations: • Validate clinical functionality. • Train end-users on Video Visit functionality. • Participate in bi-weekly meetings to review project scope, tasks, and timelines until the completion of the implementation.
Assumptions	• Oracle Health Patient Portal is implemented, and Your resources are familiar with the functionality. • The Video Visit prerequisites are met.

Service Name: ORACLE HEALTH CARE MANAGEMENT IMPLEMENTATION - CLIENT

SKU: B104390

Description of Services	Oracle will provide You with the following Services related to Your *Oracle Health Care Management* Implementation: • Assist You to achieve project readiness for the *Oracle Health Care Management* solution implementation. • Evaluate data sources with You to connect to the *Oracle Population Health Platform*. • Provide data source requirements for the *Oracle Health Care Management* solution. • Assist You on an approach to utilize *Oracle Population Health Platform* security model and tools for granting and restricting access to solutions, measurements, reports, data, and other variables as needed. • Provide You with Organizational Change Management (OCM) project tasks and deliverables recommended for adoption of the *Oracle Health Care Management* solution. • Assist You on implementing organizational change management strategies to operationalize the ongoing process and sustainment of change management. • Review project charter and obtain Your signature on such charter within thirty (30) days after project startup. • Prepare a mutually agreed upon project plan for events and activities associated with your implementation. • Provide a monthly Executive Status Summary (ESS) to track progress and risks with your implementation. • Assess current state, identify improvement opportunities, and direct localization. • Complete build in one (1) production and one (1) of non-production domains, if *Oracle Health Millennium Platform* integration is utilized. • Assist You through design decisions impacting features and workflows. • Assist You to complete a design workbook with agreed-upon design decisions. • Assist You to finalize design decisions for the Care Management algorithms two (2) weeks prior to the Design Premier event outlined in the project plan. • Share standard workflows and assist You to define future-state workflows. • Assist You with the build of Care Management *mPage* view(s) if *Oracle Health Millennium Platform* integration is applicable. Validation: • Complete internal solution validation prior to Your validation. • Conduct one (1) population and one (1) attribution algorithm validation review to an agreed upon list of participants. • Conduct one (1) *Oracle Health Care Management* identification algorithm and one (1) alignment algorithm validation review to an agreed upon list of participants.
	Training: • Collaborate with You to set up the Oracle learning portal and perform the below activities: ○ Oversee the setup of the learning portal and provide access to the learning content. ○ Coordinate authentication for user access to the learning portal. ○ Provide one (1) remote training event around the learning portal to two (2) administrators. ○ Provide troubleshooting for up to thirty (30) days following the release of Stage one (1) during initial deployment of the learning portal. ○ Maintain *Oracle Health Learning Framework* ○ portal, for up to thirty (30) days after Stage one (1) release, outlined in the Learning Journey activities. ○ Deploy relevant learning journeys and create user groups for roles as agreed upon by You and Oracle. • Conduct one (1) train-the-trainer event or end-user training event to an agreed upon list of participants. • Conduct one (1) maintenance training event to an agreed upon list of participants. • Conduct one (1) training event around data visualization, dashboards, and reports functionality provided by Oracle Health Data Intelligence Analytics to an agreed upon list of participants. Go-live: • Conduct one (1) activation (go-live) event with You. • Provide access to standard training materials and online help pages to users identified by You. • Provide online access to the application as well as to Your specific content page to users identified by You. • Provide up to thirty (30) days of post go-live support following initial activation (go-live) of solution. • Provide access to information sources such as community calls, Illuminations, and *uCern* groups which will connect You to solution and content information to users identified by You.

General Scope – Consulting / Professional Services (CommunityWorks)

Your Cooperation / Obligations	You are responsible for the following obligations: • Engage with suppliers as necessary to provide data sources for *Oracle Population Health Platform.* • Establish data use agreements between Your organization and data source entity. • Define population priority for Care Management Services. • Ensure review, acknowledgement, and execution of project charter within thirty (30 days) after project startup. • Identify the value objectives for the implementation. • Establish communication plan, deployment strategy, and governance. • Provide use cases to Oracle for the *Oracle Health Care Management* solution. • Be responsible for OCM plan creation, execution, decision making, and maintenance throughout the duration of the implementation. • Establish a continuous OCM plan and strategy inclusive of project goals, progress, and other implementation components to produce desired outcomes. • Provide resources to support the Services as required by Oracle. • Modify Oracle standard documentation for You internal use and/or create OCM materials for the project. • Collaborate with Oracle through design decisions impacting features and workflows. • Collaborate with Oracle to complete a design workbook with agreed-upon design decisions. • You will select up to four (4) *Oracle Health Care Management* identification algorithm(s) and one (1) alignment algorithm. • You are expected to finalize Your design decisions for the Care Management algorithms two (2) weeks after the Design Premier event outlined in the project plan. • Configure One Plan component for any *mPage* view(s) not included in the *Oracle Health Care Management* standard solution content in the *Oracle Health Millennium Platform* production. • Validate the solution's functionality and content with Your subject matter experts. • Provide user list and journey designation information for role assignments. • Create training plan collateral and train end-users for initial implementation and subsequent end-user training. • Complete a comprehensive training program to ensure Your users are adopting the system as You intended and are prepared to meet desired outcomes. • Be responsible for standard learning journeys completion by Your users prior to attending formal classroom-based learning lab sessions. • Oversee utilization and administration of users and completion of journeys. • Localize Oracle standard training materials and test scripts as needed. • Perform source data extract creation and ongoing maintenance surrounding data acquisition.
	• Establish user authorization. ○ Maintain personnel/user access permissions by manual build in the *Oracle Population Health Platform* tool or by automated transmission through RESTful application program interfaces (APIs). • Supply a federated identity provider software which supports either Security Assertion Markup Language (SAML) 2.0 or *OpenID* 2.0. • Transition to Oracle's Production Delivery Team 30 days after initial activation (go-live) of solution. • If localization of standard Oracle Health Care Management report content is needed, You will create and maintain custom report content if You have acquired the Oracle Health Analytics Warehouse solution. • Maintain learning materials. • Maintain Oracle Health Learning Framework portal, beginning thirty (30) days after Stage one (1) release, outlined in the Learning Journey activities. • Maintain learning portal tool after learning portal administration training. • Join relevant Oracle sponsored groups, community calls, and Illuminations to stay up to date with solution and content advancements.

Assumptions	• You have contracted with Oracle for Enterprise Master Person Index (EMPI) Service or have an enterprise master patient index service across disparate systems. • If You are implementing Oracle Health Millennium Platform with Oracle Population Health Platform, You will need to be live with Oracle Health Millennium Platform for at least six (6) months prior to activation of Oracle Population Health Platform solutions. • Services commencement is dependent on Your readiness from a resource availability, strategy, and data standpoint. • Non-Oracle data sources will be acquired through the Oracle Population Health Platform. • Ambulatory EMR data is required to be onboarded in order to activate the Oracle Health Care Management solution. • Oracle is not responsible for maintaining Your custom reports and dashboards. • Oracle Oracle Health Learning Framework will utilize standard content. • Maintenance activities can be accessed at https://wiki.cerner.com/display/public/reference/Understand+HealtheIntent+Support+Resources#SupportandConsultingResources-951957473 on Oracle's uCern Wiki. • All Oracle Population Health Platform solutions will reside within one (1) tenant. • Unless otherwise agreed upon by You and Oracle, Services will be performed remotely. • You are responsible for all expenses, if any. • If the comprehensive training is not completed by You one (1) week prior to go-live, Oracle has the right to restrict user log-ons and/or delay go-live. A detailed description of the Oracle Health Learning Framework, including overview information, requirements, policies, and resources can be accessed at https://wiki.cerner.com/x/n9u7hw on Oracle's uCern Wiki. • Oracle is not responsible for Your (or your users) failure to complete recommended or required training and education one (1) week prior to go-live.

ORACLE POPULATION HEALTH ANALYTICS HEDIS QUALITY IMPLEMENTATION – CLIENT

SKU: B104406

Description of Services	Oracle will provide the following Services: • Collaborate with You to achieve project readiness for the *Oracle Population Health Analytics HEDIS Quality* solution implementation. • Evaluate data sources with You to connect to the *HealtheIntent* platform. • Provide data source requirements for the *Oracle Population Health Analytics HEDIS Quality* solution. • Collaborate with You on approach to utilize *HealtheIntent* security model and tools for granting and restricting access to solutions, measurements, reports, data, and other variables as needed. • Provide You with Organizational Change Management (OCM) project tasks and deliverables recommended for adoption of the *Oracle Population Health Analytics HEDIS Quality solution*. • Collaborate with You on implementing organizational change management strategies to operationalize the ongoing process and sustainment of change management. • Assist You with a one-time *HEDIS* personnel group build. • Review project charter and obtain signature thirty (30) days after project startup. • Prepare a mutually agreed upon project plan for events, including the Design Premier event, and other activities associated with implementation. • Provide a monthly Executive Status Summary (ESS) to track progress and risks for this implementation. • Assess current state and identify improvement opportunities. • Collaborate with You through design decisions impacting features and workflows. • Collaborate with You to complete a design workbook with agreed-upon design decisions. • Provide consultation on appropriate measure selection in accordance with Your documentation practices and specialty needs. • Share standard workflows and collaborate with You to define future-state workflows. • Complete internal solution validation prior to Your validation. • Collaborate with You to set up the Oracle learning portal and perform the below activities: o Oversee the setup of the learning portal and provide access to the learning content. o Coordinate authentication for user access to the learning portal. o Conduct one (1) remote training event of up to two (2) hours around the learning portal to two (2) administrators. o Provide troubleshooting of up to thirty (30) days following the release of Stage one (1) during initial deployment of the learning portal. o Maintain Learning Framework portal, up to thirty (30) days after Stage one (1) release, outlined in the Learning Journey activities. o Localize learning journeys and create user groups for roles as agreed upon by Oracle and You. • Conduct one (1) population and one (1) attribution algorithm validation review to an agreed upon list of participants. • Conduct one (1) train-the-trainer event or end-user training event as outlined in the project plan to an agreed upon list of participants. • Conduct one (1) maintenance training event as outlined in the project plan to the agreed upon list of participants. • Conduct one (1) training event as outlined in the project plan around *data visualization, dashboards, and reports functionality provided by Oracle Health Data Intelligence Analytics* to an agreed upon list of participants. • Conduct one (1) activation (go-live) event as outlined in the project plan with You. • Provide access to standard training materials and online help pages to users identified by You. • Provide online access to the application as well as to Your content page to users identified by You. • Provide thirty (30) days of post go-live support following initial activation (go-live) of solution. • Provide access to information sources such as community calls, Illuminations, and *uCern* groups which will connect You to solution and content information to users identified by You.

Your Cooperation / Obligations	You are responsible for the following obligations: • Engage with other suppliers as necessary to provide data sources for *HealtheIntent*. • Establish any data use agreements between Your organization and data source entity. • Determine which providers will be included in the *HEDIS* personnel groups. • Ensure review, acknowledgement, and signature of project charter thirty (30) days after project startup. • Identify the value objectives for the implementation. • Establish communication plan, deployment strategy, and governance. • Provide use cases for the *Oracle Population Health Analytics HEDIS Quality* solution. • Responsible for OCM plan creation, execution, decision making, and maintenance throughout the duration of the implementation. • Establish a continuous OCM plan and strategy inclusive of project goals, progress, and other implementation components to produce desired outcomes. • Modify Oracle documentation for internal use and/or create OCM materials for the project. • Collaborate with Oracle to complete a design workbook with agreed-upon design decisions. • You will select *HEDIS* measures during the design phase and finalized no later than two (2) weeks after the Design Premier event outlined in the project plan. • Sign an End User License Agreement (EULA) before turning on the *HEDIS* measures. • Validate the solution's functionality and content with assigned subject matter experts. • Provide user list and journey designation information for role assignments. • Create training plan collateral and train end-users for initial implementation and subsequent end-user training. • Complete a comprehensive training program to ensure users are adopting the system as intended and are prepared to meet desired outcomes. If training is not completed one (1) week prior to go-live, Oracle has the right to restrict user log-ons and/or delay go-live. A detailed description of the Learning Framework, including overview information, requirements, policies, and resources can be accessed at https://wiki.cerner.com/x/n9u7hw on Oracle *uCern Wiki.* Oracle is not responsible for Your (or any of Your users) failure to complete recommended or required training and education one (1) week prior to go-live. • Ensure Your Users complete standard learning journeys prior to attending formal classroom-based learning lab sessions. • Oversee utilization and administration of users and completion of journeys. • Localize Oracle standard training materials and test scripts as needed. • Perform source data extract creation and ongoing maintenance surrounding data acquisition. • Ensure user authorization. ○ Maintain personnel/user access permissions by manual build in the *HealtheIntent* tool or by automated transmission through RESTful application program interfaces (APIs). • Supply a federated identity provider software which supports either Security Assertion Markup Language (SAML) 2.0 or *OpenID* 2.0. • Transition to Oracle Delivery Team thirty (30) days after initial activation (go-live) of solution. • Maintain learning materials. • Maintain Learning Framework portal, thirty (30) days after Stage one (1) release, outlined in the Learning Journey activities. • Join relevant Oracle-sponsored groups, community calls, and Illuminations to stay up to date with solution and content advancements.
Assumptions	• You have contracted with Oracle for *Enterprise Master Person (EMPI)* Service or have an enterprise master patient index service across disparate systems. • If You are implementing *Oracle Millennium* with *HealtheIntent*, You need to be live with *Oracle Health Millennium Platform* for at least six (6) months prior to activation of *HealtheIntent* solutions. • Oracle's engagement commencement is dependent on Your readiness from Your resource availability, strategy, and data standpoint. • Non-Oracle data sources will be acquired through the *HealtheIntent* platform. • Adjudicated Claims and Payer Enrollment data are required to be onboarded in order to activate the *Oracle Population Health Analytics HEDIS Quality* solution.

	• With *National Committee for Quality Assurance* (*NCQA*) certified content, You will not be able to make localizations or adjustments. • The *HEDIS* content is only available in the *Oracle Population Health Analytics HEDIS Quality* solution, it is not available to be viewed in the *Oracle Population Health Management* solution. • *Oracle Population Health Analytics HEDIS Quality* content will include supporting three (3) measurement periods, two (2) defined by Oracle (current calendar and following calendar year) and one (1) measurement period defined by You. • You may only have certified content processing at one time (*HEDIS* MY2022) with the exception of a dedicated period for reporting of the previous year and validation of newly released content. • Oracle will not share measure requirements with You (Oracle Wiki pages are not available for Your access). • Manipulation of data within *Oracle Health Analytics Warehouse* tools will not be allowed, such as utilizing concepts in an *EDW* environment outside the measure logic/specifications, and data syndication and extraction. • Oracle Learning Framework will utilize standard content. • Maintenance activities can be accessed at https://wiki.cerner.com/display/public/reference/Understand+HealtheIntent+Support+Resources#SupportandConsultingResources-951957473 on Oracle's *uCern Wiki.* • Devices accessing *Oracle Population Health Analytics HEDIS Quality* must be capable of broadband internet connectivity and have appropriate processing and memory storage necessary for Web browsing. • Services will be performed during normal business hours. • All *HealtheIntent* solutions will reside within one (1) tenant. • The Services will be performed remotely unless otherwise agreed upon by Oracle and You. • You are responsible for all expenses, if any, related to the Services.

ORACLE HEALTH DATA WAREHOUSE IMPLEMENTATION – CLIENT

SKU: B104407

Description of Services	Oracle will provide the following Services: • Collaborate with You to achieve project readiness for the *Oracle Health Data Warehouse* • solution implementation. • Evaluate data sources with You to connect to the *Oracle Health Data Intelligence* platform. • Provide data source requirements for the *Oracle Health Data Warehouse* solution. • Collaborate with You on approach to utilize *Oracle Health Data Intelligence* platform security model and tools for granting and restricting access to solutions, measurements, reports, data, and other variables as needed. • Review project charter and obtain signature thirty (30) days after project startup. • Prepare a mutually agreed upon project plan for events and activities associated with implementation. • Provide a monthly Executive Status Summary (ESS) to track progress and risks for this implementation. • Assess current state, identify improvement opportunities, and direct localization. • Complete build in one (1) production domain. • Collaborate with You through design decisions impacting features and workflows. • Provide You access to Oracle report templates and reporting best practices based on the results of the use case training event as a part of the implementation. • Complete internal solution validation prior to Your validation. • Collaborate with You to set up the Oracle learning portal and perform the below activities: o Oversee the setup of the learning portal and provide access to the learning content. o Coordinate authentication for user access to the learning portal.

	○ Provide one (1) remote training event of up to two (2) hours around the learning portal to two (2) administrators. ○ Provide troubleshooting of up to thirty (30) days following the release of Stage one (1) during initial deployment of the learning portal. ○ Maintain *Oracle Health Learning Framework* portal, up to thirty (30) days after Stage one (1) release, outlined in the Learning Journey activities. ○ Deploy relevant learning journeys and create user groups for roles as agreed upon by Oracle and You. • Conduct one (1) *Oracle Health Data Warehouse* technical training event as outlined in the project plan to an agreed upon list of participants. • Conduct one (1) train-the-trainer event as outlined in the project plan to an agreed-upon list of participants. • Provide access to standard training materials and online help pages to users identified by You. • Provide online access to the application as well as to Your content page to users identified by You. • Provide thirty (30) days of post go-live support following initial activation (go-live) of solution. • Provide access to information sources such as community calls, Illuminations, and *uCern* groups which will connect You to solution and content information to users identified by You.
Your Cooperation / Obligations	You are responsible for the following obligations: • Engage with other suppliers as necessary to provide data sources for *Oracle Health Data Intelligence* platform. • Establish any data use agreements between Your organization and data source entity. • Ensure review, acknowledgement, and signature of project charter thirty (30) days after project startup. • Identify the value objectives for the implementation. • Establish communication plan, deployment strategy, and governance. • Provide use cases for the *Oracle Health Data Warehouse* solution. • Collaborate with Oracle through design decisions impacting features and workflows. • Validate the solution's functionality and content with subject matter experts assigned by You. • Provide user list and journey designation information for role assignments. • Create training plan collateral and train end-users for initial implementation and subsequent end-user training. • Complete a comprehensive training program to ensure users are adopting the system as intended and are prepared to meet desired outcomes. If training is not completed one (1) week prior to go-live, Oracle has the right to restrict user log-ons and/or delay go-live. A detailed description of the Learning Framework, including overview information, requirements, policies, and resources can be accessed at https://wiki.cerner.com/x/n9u7hw on Oracle *uCern Wiki.* Oracle is not responsible for Your (or any of Your users) failure to complete recommended or required training and education one (1) week prior to go-live. • Ensure completion of standard learning journeys by Your users prior to attending formal classroom-based learning lab events. • Oversee utilization and administration of users and completion of journeys. • Localize Oracle standard training materials and test scripts as needed. • Perform source data extract creation and ongoing maintenance surrounding data acquisition. • Ensure user authorization. ○ Maintain personnel/user access permissions by manual build in the *Oracle Health Data Intelligence* platform tool or by automated transmission through RESTful application program interfaces (APIs). • Supply a federated identity provider software which supports either Security Assertion Markup Language (SAML) 2.0 or *OpenID* 2.0. • Transition to Oracle Production Delivery Team thirty (30) days after maintenance training has been completed. • Maintain learning materials. • Maintain Learning Framework portal, beginning thirty (30) days after Stage one (1) release, outlined in the Learning Journey activities.

	• Join relevant Oracle-sponsored groups, community calls, and Illuminations to stay up to date with solution and content advancements. • Create and maintain analytics and reporting content created using *Oracle Health Data Warehouse*.
Assumptions	• You have contracted with Oracle for *Enterprise Master Person Index (EMPI)* Service or has an enterprise master patient index service across disparate systems. • Services commencement is dependent on Your readiness from Your resource availability, strategy, and data standpoint. • Your ability to create accurate reporting and analytics is dependent on the quality of the source data that is onboarded to the platform. • Oracle is not responsible for maintaining Your custom reports and dashboards. • Oracle Learning Framework will utilize standard content. • Maintenance activities can be accessed at https://wiki.cerner.com/display/public/reference/Understand+HealtheIntent+Support+Resources#SupportandConsultingResources-951957473 on Oracle *uCern Wiki.* • Devices accessing *Oracle Health Data Warehouse* must be capable of broadband internet connectivity and have appropriate processing and memory storage necessary for Web browsing. • Services will be performed during normal business hours. • All *Oracle Health Data Intelligence* platform solutions will reside within one (1) tenant. • Services will be performed remotely unless otherwise agreed upon by Oracle and You. • You are responsible for any travel costs related to the Services. • Oracle and You will deploy specified use cases through applied training sessions that are mutually agreed upon during kickoff and subsequent training sessions.

Oracle Health Readmission Prevention Implementation - Client

SKU: B104419

Description of Services	Oracle will provide the following Services:
	• Work with You to complete a design workbook with agreed-upon design decisions
	• Extract needed Data from *Oracle Health Millennium Acute* to quantify performance of the standard monitoring metrics
	• Complete action items to assess current state, identify improvement opportunities, and direct localization, testing, and implementation
	• Review findings and recommendations of the baseline analysis and gap analysis with You
	• Collaborate with You to develop improvement goals
	• Manage and leverage project plan for events and activities associated with implementation
	• Guide You through design decisions impacting features and workflows
	• Perform build and test activities
	  o Support You to implement Discern rules
	  o Build, localize, and test the Oracle Health Readmission Prevention and Oracle Health Transitions of Care models/algorithms in the production domain (algorithms reside on the Oracle Population Health Platform that only have connection to production environments)
	• Import and localize standard Oracle Health Millennium monitoring reports
	  o Monitoring reports and analysis provided during a thirty (30) day, ninety (90) day, and annual health check
	  o Provide additional monitoring reports on an annual basis through five (5) years post activation
	• Oracle will provide the following:
	  o Executive status reports to track progress and risks for this implementation
	  o Localized future-state workflows

	o An associate to support the setup of the Oracle learning portal and perform the below activities: ▪ Oversee the setup of the learning portal and provide access to the learning content ▪ Coordinate authentication for user access to the learning portal ▪ One (1) education session around the learning portal to two (2) administrators ▪ Provide troubleshooting during initial deployment of the learning portal ▪ Localize learning journeys and create user groups for roles as agreed upon by Oracle and You o Access to standard training materials and online help pages o Access to information sources such as community calls, Illuminations sessions, and uCern groups which will connect You to solution and content information o One (1) design premier event with Your subject matter experts per named objective o One (1) train-the-trainer event or end-user training event to an agreed upon list of participants o One (1) maintenance training event to an agreed upon list of participants o One (1) training around data visualization, dashboards, and reports functionality provided by Oracle Health Data Intelligence Analytics to an agreed upon list of participants o One (1) validation event with Your subject matter experts per named objective o One (1) activation (go-live) event with You o Content focused on providing best practice for prevention of avoidable readmissions, which includes: ▪ Real-time worklist for managing Oracle Health Readmission Prevention and enabling the Oracle Health Readmission Preventionist surveillance, which allows the ability to manage high-risk patients and follow-through post-discharge ▪ Screening and alerting to initiate tracking for adult inpatients: heart failure, pneumonia, acute myocardial infarction, and chronic obstructive pulmonary disease ▪ Screening and alerting to initiate tracking for pediatrics: cystic fibrosis, asthma, and sickle cell anemia ▪ Interdisciplinary plan(s) of care to guide adult and pediatric Oracle Health Readmission Prevention ▪ Standard readmission prevention PowerForms and IView documentation ▪ Better Outcomes by Optimizing Safe Transitions content, including Discern rules and PowerForm documentation ▪ Standard Oracle Health Readmission Prevention Data Intelligence Analytics Reports o Content focused on providing best practice for identifying patients by patient type/profile where the patient has been most successful to then recommend the lowest level of care/optimal venue for the patient's discharge disposition; this includes the following: ▪ Screening and recommendation of discharge disposition and change in readmission risk displayed on the Readmission Worklist ▪ Transitions of Care Survey PowerForm implemented and proper documentation ensured to assist in understanding how the model can be used to redistribute patients in the post-acute care settings
Your Cooperation / Obligations	You are responsible for the following obligations: • Identify the value objectives that the implementation is supporting • Establish communication plan and deployment strategy • Ensure governance support • Provide use cases for solution • Ensure resource and subject matter expert availability and experience for design, training and implementation that aligns with each proposed use case

	• Ensure accountable owners for training and maintenance of solution is identified for continued and ongoing support, even after Oracle has transitioned • Ensure review, acknowledgement, and signature of project charter 30 days after project startup • Perform validation activities with assigned subject matter experts • Create training plan and collateral and train end users for initial implementation and subsequent end-user training, if applicable • Ensure Your users have standard learning journeys completed prior to attending formal classroom-based learning lab sessions • Provide a learning counterpart to assist with and provide classroom logistics for learning lab training, including space for class and a computer for each end user • Maintain learning portal tool after learning portal administration training • Oversee utilization and administration of users and completion of journeys • Provide user list and journey designation information for role assignments • Localize Oracle standard test scripts as needed
Assumptions	• Oracle consulting engagement commencement is determined by Your readiness from a strategy, data, and solution standpoint • You will outline target population during the design phase as outlined in the project plan and finalize no later than two (2) weeks after Design Premier • If Readmission rate data is not available through Oracle Health *Millennium Acute* or a third-party system, the corresponding analysis will either not be performed or will be performed using Oracle default values • Oracle will not perform any manual data collection • During the baseline analysis, performance indicators will be quantified and analyzed • Baseline analysis is performed following defined metrics for a representative timeframe agreed to by You and Oracle, not to exceed one (1) year • You are permitted to run reports in addition to Oracle • You are responsible for report distribution throughout Your organization • Oracle will complete build in one (1) production and one (1) non-production domain • You must be live with Oracle Health Millennium Acute for at least six (6) months prior to implementing the readmission risk score • You will maintain learning materials • You will maintain Learning Framework portal, thirty (30) days after stage one release • Implementations must include a comprehensive training program to ensure users are adopting the system as intended and are prepared to meet desired outcomes. You are required to hold users accountable for completing education. If training is not completed, Oracle has the right to restrict user log-ons and/or delay go-live. A detailed description of the Learning Framework, including overview information, requirements, policies, and resources can be accessed at https://wiki.cerner.com/x/n9u7hw on Oracle's uCern Wiki. Oracle will not be held responsible, and expressly disclaims liability, for any claims involving or relating to Your (or any of Your users) failure to complete recommended or required training and education prior to go-live. • Oracle will perform up to five (5) platform algorithm changes per calendar year; there will be a limit of three (3) simulations for each of these changes. If additional algorithm or simulation changes are needed, You may purchase services at Oracle's then-current fees. • Oracle Learning Framework will utilize Oracle standard model workflows. Changes and localizations to these workflows will require additional services at Oracle's then-current fees • You will utilize necessary tools to create and maintain any custom reports needed; Oracle is not responsible for maintaining Your custom reports and dashboards • You will transition to support 30 days after initial activation of solution • You will have access to support teams to assist with ongoing maintenance and questions • Fees associated with these Services assume a single cycle of work from design to implementation; You may purchase additional services at Oracle's then-current fees if additional services are requested • You will join relevant Oracle-sponsored groups, community calls, and Illuminations to stay up to date with solution and content advancements

	• Health Check timeframes may vary but will still be held around the thirty (30) day, ninety (90) day, and yearly mark after activation.

ORACLE HEALTH DATA SERVICE IMPLEMENTATION – CLIENT

SKU: B104391

Description of Services	Oracle Health will provide the following Services: • Collaborate with You to achieve project readiness for the *Oracle Health Data Service* solution implementation. • Evaluate data sources with You to connect to the *Oracle Population Health Platform*. • Provide data source requirements for the *Oracle Health Data Service* solution. • Collaborate with You on approach to utilize Oracle Population Health Platform security model and tools for granting and restricting access. • Prepare a mutually agreed upon project plan for events and activities associated with implementation. • Provide a monthly Executive Status Summary (ESS) to track progress and risks for this implementation. • Assess current state, identify improvement opportunities, and direct localization. • Complete build in Your one (1) production and one (1) non-production domain if *Oracle Millennium* integration is utilized. • Collaborate with You through design decisions impacting features and workflows. o Configure default sorting options for conditions and medications. o Configure documents viewer and medications dispense viewer. • Collaborate with You to complete a design workbook with agreed-upon design decisions. • Share standard workflows and collaborate with You to define future-state workflows. • Complete internal solution validation prior to Your validation. • Conduct one (1) train-the-trainer event or end-user training event as outlined in the project plan to an agreed upon list of participants. • Conduct one (1) maintenance training event as outlined in the project plan to an agreed upon list of participants. • Conduct one (1) activation (go-live) event as outlined in the project plan with You. • Provide access to standard training materials and online help pages to users identified by You. • Provide online access to the application as well as to Your content page to users identified by You. • Provide access to information sources such as community calls, illuminations, and *uCern* groups to connect You to solution and content information to users identified by You.
Your Cooperation / Obligations	You are responsible for the following obligations: • Engage with other suppliers as necessary to provide data sources for *Oracle Population Health Platform.* • Establish any data use agreements between Your organization and data source entity. • Establish communication plan, deployment strategy, and governance. • Provide use cases for the *Oracle Health Data Service* solution. • Identify the value objectives for the implementation. • Validate the solution's functionality and content with subject matter experts assigned by You. • Create training plan collateral and train end-users for initial implementation and subsequent end-user training. • Perform source data extract creation and ongoing maintenance surrounding data acquisition. • Ensure user authorization. A. Maintain personnel/user access permissions by manual build in the Oracle Population Health Platform tool or by automated transmission through RESTful application program interfaces (APIs).

	• Supply a federated identity provider software which supports either Security Assertion Markup Language (SAML) 2.0 or *OpenID* 2.0. • Transition to Oracle Production Delivery Team thirty (30) days after initial activation (go-live) of solution. • Join relevant Oracle-sponsored groups, community calls, and illuminations to stay up to date with solution and content advancements.
Assumptions	• You have contracted with Oracle for *Enterprise Master Person Index (EMPI)* Service or has an enterprise master patient index service across disparate systems. • Services commencement is dependent on Your readiness from Your resource availability, strategy, and data standpoint. • Non-Oracle data sources will be acquired by through the *Oracle Oracle Population Health Platform*. • Oracle is not responsible for maintaining Your custom reports and dashboards. • Devices accessing *Oracle Health Data Service* must be capable of broadband internet connectivity and have appropriate processing and memory storage necessary for Web browsing. • Services will be performed during normal business hours. • Services will be performed remotely unless otherwise agreed upon by Oracle and You. • You are responsible for any travel costs related to Services.

ORACLE POPULATION HEALTH MANAGEMENT IMPLEMENTATION - CLIENT

SKU: B104392

Description of Services	Oracle will provide You with the following Services related to Your *Oracle Population Health Management* Implementation: • Collaborate with You to achieve project readiness for the *Oracle Population Health Management* solution implementation. • Evaluate Your data sources to connect to the *Oracle Population Health Platform*. • Provide data source requirements for the *Oracle Population Health Management* solution. • Collaborate with You on approach to utilize *Oracle Population Health Platform* security model and tools for granting and restricting access to solutions, measurements, reports, data, and other variables as needed. • Provide You with Organizational Change Management (OCM) project tasks and deliverables recommended for adoption of the *Oracle Population Health Management* solution. • Collaborate with You on implementing OCM strategies to operationalize the ongoing process and sustainment of change management. • Review project charter with You and obtain Your signature 30 days after project startup. • Prepare a mutually agreed upon project plan for events and activities associated with Your implementation. • Provide a monthly Executive Status Summary (ESS) to track progress and risks related to Your implementation. • Complete Measure Crosswalk, Design Premier, Assessment of Registries and Measures to assess current state, identify improvement opportunities, and direct localization. • Collaborate with You to complete a Value Measurement Workshop to identity value priorities and key performance indicators (KPIs). • Complete build in one (1) production and one (1) non-production domain, if *Oracle Health Millennium Platform* integration is utilized. • Collaborate with You on design decisions impacting features and workflows. • Collaborate with You to complete a design workbook with agreed-upon design decisions. • Share standard workflows and collaborate with You to define future-state workflows. • Assist you with measure selection in accordance with Your documentation practices and specialty needs.

	• Collaborate with You to select and finalize up to twenty (20) standard registries no later than two (2) weeks prior to the Design Premier event outlined in the project plan. • Guide You through the implementation of the Recommendations Alignment including the following: o Assist You in the review and crosswalk of faceup *Oracle Population Health Management* measures and Health Maintenance expectations. o Map Health Maintenance satisfiers where appropriate and requested by You. • Collaborate with You on the build of Recommendations Alignment in the *Oracle Health Millennium Platform* production and *Oracle Health Millennium Platform* optional non-production environments. • Complete internal solution validation prior to Your validation. • Deliver to You the findings of User Acceptance Testing (UAT). • Collaborate with You to set up the Oracle learning portal and perform the below activities: o Oversee the setup of the learning portal and provide access to the learning content o Coordinate authentication for user access to the learning portal o Provide one (1) remote training event around the learning portal to two (2) administrators as per project plan o Provide troubleshooting of up to thirty (30) days following the release of Stage one (1) during initial deployment of the learning portal o Deploy relevant learning journeys and create user groups for roles as agreed upon by both parties. • Conduct one (1) population and one (1) attribution algorithm validation review to an agreed upon list of participants, as per project plan. • Conduct one (1) train-the-trainer event or end-user training event to an agreed upon list of participants, as per project plan. • Conduct one (1) maintenance training event to an agreed upon list of participants, as per project plan. A. Conduct one (1) training event data visualization, dashboards, and reports functionality provided by Oracle Health Data Intelligence Analytics to an agreed upon list of participants, as per project plan. • Conduct one (1) activation (go-live) event with You, as per project plan. • Provide access to standard training materials and online help pages to users identified by You. • Provide online access to the application as well as to Your specific content page to users identified by You. • Provide thirty (30) days of post go-live support following initial activation (go-live) of solution. • Provide access to information sources such as community calls, Illuminations, and *uCern* groups which will connect Oracle to solution and content information to users identified by You.
Your Cooperation / Obligations	You are responsible for the following obligations: • Engage with suppliers as necessary to provide data sources for *Oracle Population Health Platform*. • Establish any data use agreements between Your organization and data source entity. • Ensure review, acknowledgement, and execution of the project charter 30 days after project startup. • Identify the value objectives for the implementation. • Establish communication plan, deployment strategy, and governance. • Provide use cases for the *Oracle Population Health Management* solution. • Responsible for OCM plan creation, execution, decision making, and maintenance throughout the duration of Services. • Establish a continuous OCM plan and strategy inclusive of project goals, progress, and other implementation components to produce desired outcomes. • Provide resources to support the Services as requested by Oracle. • Modify Oracle standard documentation for internal use and/or create OCM materials to support the project. • Collaborate with Oracle through design decisions impacting features and workflows. • Collaborate with Oracle to complete a design workbook with agreed-upon design decisions. • You will select registries and measures during the design phase as outlined in the project plan and finalized no later than two (2) weeks after the Design Premier event. • Validate the solution's functionality and content with subject matter experts assigned by You.

	• Complete User Acceptance Testing (UAT). • Provide user list and journey designation information for role assignments. • Create training plan collateral and train end-users for initial implementation and subsequent end-user training. • Complete a comprehensive training program to ensure users are adopting the system as intended and are prepared to meet desired outcomes. If training is not completed one (1) week prior to go-live, Oracle has the right to restrict user log-ons and/or delay go-live. A detailed description of the Learning Framework, including overview information, requirements, policies, and resources can be accessed at https://wiki.cerner.com/x/n9u7hw on Oracle's *uCern Wiki*. Oracle is not responsible for Your (or any of Your users) failure to complete recommended or required training and education one (1) week prior to go-live. • Ensure standard learning journeys completion by users prior to attending formal classroom-based learning lab sessions. • Oversee utilization and administration of users and completion of journeys. • Localize Oracle standard training materials and test scripts as needed. • Perform source data extract creation and ongoing maintenance surrounding data acquisition. • Ensure user authorization: A. Maintain personnel/user access permissions by manual build in the *Oracle Population Health Platform* tool or by automated transmission through RESTful application program interfaces (APIs). • Supply a federated identity provider software which supports either Security Assertion Markup Language (SAML) 2.0 or *OpenID* 2.0. • Transition to Oracle's Production Delivery Team 30 days after initial activation (go-live) of solution. • Responsible for the build and maintenance of additional scorecard(s). • Collaborate with Oracle on the build of Recommendations Alignment in the *Oracle Health Millennium Platform* production and *Oracle Health Millennium Platform* non-production (optional) environments. • Responsible for optimizing Health Maintenance build, if applicable. • If localization of standard *Oracle Population Health Management* report content is needed,will create and maintain custom report content if You has acquired the *HealtheEDW* solution. • Maintain learning materials. • Maintain Learning Framework portal, thirty (30) days after Stage one release, outlined in the Learning Journey activities. • Maintain learning portal tool after learning portal administration training. • Join relevant Oracle sponsored groups, community calls, and Illuminations to stay up to date with solution and content advancements.
Assumptions	• You have contracted with Oracle for *Enterprise Master Person Index (EMPI)* Service or have an enterprise master patient index service across disparate systems. • If You are implementing *Oracle Health Millennium Platform* with *Oracle Population Health Platform*, You must be live with *Oracle Health Millennium Platform* for at least six (6) months prior to activation of *Oracle Population Health Platform* solutions. • Services commencement is dependent on Your readiness from a resource availability, strategy, and data standpoint. • Non-Oracle data sources will be acquired through the Oracle *Oracle Population Health Platform*. • Ambulatory EMR, Adjudicated Claims, or Billing data is required to be onboarded in order to activate the *Oracle Population Health Management* solution. • In the web application of *Oracle Population Health Management*, You will only have programs identified to clinical standard, running face up. • Oracle standard registries will have defined registry and measure algorithms. • Recommendations Alignment will be implemented if You have *Oracle Health Millennium Platform* Ambulatory. • Oracle is not responsible for maintaining Your custom reports and dashboards. • Oracle Learning Framework will utilize standard content.

	• Maintenance activities can be accessed at https://wiki.cerner.com/display/public/reference/Understand+HealtheIntent+Support+Resources#SupportandConsultingResources-951957473 on Oracle's *uCern Wiki.* • Devices accessing *Oracle Population Health Management* must be capable of broadband internet connectivity and have appropriate processing and memory storage necessary for Web browsing. • Services will be performed during normal business hours, Monday – Friday, 8:00am – 5:00pm. • All *Oracle Population Health Platform* solutions will reside within one (1) tenant. • Unless otherwise agreed by the parties, Services will be performed remotely. • You are responsible for expenses, if any, related to Services.

Oracle Health Diagnosis Insights Implementation – Client

SKU: B104412

Description of Services	Oracle will provide the following Services: • Collaborate with You to achieve project readiness for the Oracle Health Diagnosis Insights solution implementation. • Evaluate data sources with You to connect to the Oracle Population Health Platform platform. • Provide data source requirements for the Oracle Health Diagnosis Insights solution. • Collaborate with You on approach to utilize Oracle Population Health Platform security model and tools for granting and restricting access to solutions, measurements, reports, data, and other variables as needed. • Provide You with Organizational Change Management (OCM) project tasks and deliverables recommended for adoption of the Oracle Population Health Management solution. • Collaborate with You on implementing organizational change management strategies to operationalize the ongoing process and sustainment of change management. • Review project charter and obtain signature within thirty (30) days of project startup. • Prepare a mutually agreed upon project plan for events and activities associated with implementation. • Provide a monthly Executive Status Summary (ESS) to track progress and risks for this implementation. • Assess current state, identify improvement opportunities, and direct localization. • Complete build in Your one (1) production and one (1) non-production domain if Oracle Health Millennium integration is utilized. • Collaborate with You through design decisions impacting features and workflows. • Collaborate with You to complete a design workbook with agreed-upon design decisions. • Deployment of Substitutable Medical Applications and Reusable Technologies (SMART) Diagnosis Insights. • Deployment of Hierarchical Condition Category (HCC) Application Product Interfaces (APIs), if You have deployed Oracle Health Diagnosis Insights solutions. • Share standard workflows and collaborate with You to define future-state workflows. Training: • Collaborate with You to set up the Oracle learning portal and perform the below activities: o Oversee the setup of the learning portal and provide access to the learning content. o Coordinate authentication for user access to the learning portal. o Provide one (1) remote training event around the learning portal to two (2) administrators. o Provide troubleshooting of up to thirty (30) days following the release of Stage one (1) during initial deployment of the learning portal. o Maintain Learning Framework portal, up to thirty (30) days after Stage one (1) release, outlined in the Learning Journey activities. o Deploy relevant learning journeys and create user groups for roles as agreed upon by Oracle and You.

General Scope – Consulting / Professional Services (CommunityWorks)

	• Conduct one (1) train-the-trainer event or end-user training event to an agreed upon list of participants. • Conduct one (1) maintenance training event to an agreed upon list of participants. o Conduct one (1) training event around data visualization, dashboards, and reports functionality provided by Oracle Health Data Intelligence Analytics to an agreed upon list of participants. Validation: • Complete internal solution validation prior to Your validation. • Conduct one (1) population and one (1) attribution algorithm validation review to an agreed upon list of participants. Go-live: • Conduct one (1) activation (go-live) event with You. • Provide access to standard training materials and online help pages to users identified by You. • Provide online access to the application as well as to Your content page to users identified by You. • Provide thirty (30) days of post go-live support following initial activation (go-live) of solution. • Provide access to information sources such as community calls, Illuminations, and *uCern* groups which will connect You to solution and content information to users identified by You.
Your Cooperation / Obligations	You are responsible for the following obligations: • Engage with other suppliers as necessary to provide data sources for Oracle Population Health Platform. • Establish any data use agreements between Your organization and data source entity. • Ensure review, acknowledgement, and signature of project charter thirty (30) days after project startup. • Identify the value objectives for the implementation. • Establish communication plan, deployment strategy, and governance. • Provide use cases for the Oracle Health Diagnosis Insights solution. • Responsible for OCM plan creation, execution, decision making, and maintenance throughout the duration of the implementation. • Establish a continuous OCM plan and strategy inclusive of project goals, progress, and other implementation components to produce desired outcomes. • Provide resources that would support the Oracle Health Diagnosis Insights solution implementation as indicated by Oracle. • Modify Oracle standard documentation for internal use and/or create OCM materials for the project. • Collaborate with Oracle through design decisions impacting features and workflows. • Collaborate with Oracle to complete a design workbook with agreed-upon design decisions. • Validate the solution's functionality and content with subject matter experts assigned by You. • Provide user list and journey designation information for role assignments. • Create training plan and train end users for initial implementation and subsequent end-user training. • Complete a comprehensive training program to ensure users are adopting the system as intended and are prepared to meet desired outcomes. • Be responsible for standard learning journeys completion by Your users prior to attending formal classroom-based learning lab sessions. • Oversee utilization and administration of users and completion of journeys. • Localize Oracle standard training materials and test scripts as needed. • Be responsible for setup and use of HCC application program interfaces (APIs). • Perform source data extract creation and ongoing maintenance surrounding data acquisition. • Ensure user authorization. o Maintain personnel/user access permissions by manual build in the Oracle Population Health Platform tool or by automated transmission through RESTful APIs. • Supply a federated identity provider software which supports either Security Assertion Markup Language (SAML) 2.0 or *OpenID* 2.0.

	• Transition to Oracle Production Delivery Team thirty (30) days after initial activation (go-live) of solution. • If localization of standard Oracle Health Diagnosis Insights report content is needed, You will create and maintain custom report content if You have acquired the *HealtheEDW* solution. • Maintain learning materials. • Maintain Learning Framework portal, beginning thirty (30) days after Stage one (1) release, outlined in the Learning Journey activities. • Maintain learning portal tool after learning portal administration training. • Join relevant Oracle-sponsored groups, community calls, and Illuminations to stay up to date with solution and content advancements.
Assumptions	○ You have contracted with Oracle for *Enterprise Master Person Index (EMPI)* Service or has an enterprise master patient index service across disparate systems. ○ If You are implementing Oracle Health Millennium with Oracle Population Health Platform, You need to be live with Oracle Health Millennium for at least six (6) months prior to activation of Oracle Population Health Platform solutions. ○ Oracle Consulting engagement commencement is dependent on Your readiness from Your resource availability, strategy, and data standpoint. ○ Non-Oracle data sources will be acquired by through the Oracle Population Health Platform platform. ○ Billed Claims, Adjudicated Claims, Payer Enrollment, and EMR data is required to be onboarded in order to activate the Oracle Health Diagnosis Insights solution. ○ Oracle is not responsible for maintaining Your custom reports and dashboards. ○ Oracle Learning Framework will utilize standard content. ○ Maintenance activities can be accessed at https://wiki.cerner.com/display/public/reference/Understand+HealtheIntent+Support+Resources#SupportandConsultingResources-951957473 on Oracle's *uCern Wiki.* ○ Devices accessing Oracle Health Diagnosis Insight must be capable of broadband internet connectivity and have appropriate processing and memory storage necessary for Web browsing. ○ Oracle Consulting Services will be performed during normal business hours. ○ All Oracle Population Health Platform solutions will reside within one (1) tenant. ○ Oracle is not responsible for Your (or any of Your users) failure to complete recommended or required training and education one (1) week prior to go-live. If training is not completed one (1) week prior to go-live, Oracle has the right to restrict user log-ons and/or delay go-live. A detailed description of the Learning Framework, including overview information, requirements, policies, and resources can be accessed at https://wiki.cerner.com/x/n9u7hw on Oracle's *uCern Wiki.* ○ All work set forth in this Scope will be performed remotely unless otherwise agreed upon by Oracle and You. ○ Any travel costs related to this implementation are Your responsibility.

Oracle Health MIPS Qualified Registry Reporting Implementation - Client

SKU: B106636

Description of Services	Oracle will provide the following Services: • Identify all reporting options required for the current submission period for Medicare Access and CHIP Reauthorization Act of 2015, including providers not submitting through Oracle as their data submission vendor (such as Accountable Care Organization reporting), including the corresponding approach for Merit-Based Incentive Payment Program (MIPS)/Alternative Payment Models or Promoting Interoperability • Assist with the design and configuration of selected measures from which Oracle has standard content as a Qualified Registry for the current reporting requirements • Support troubleshooting of Your validation of the content that will be submitted to Centers for Medicare and Medicaid Services (CMS) for quality measures • Assist You in achieving project readiness for strategy, data, and solution implementation • Evaluate data sources with You to connect to the Oracle Population Health Platform • Assist You in understanding the data acquisition needs to satisfy reporting requirements • Provide consultation on appropriate measure selection in accordance with Your documentation practices and specialty needs (provider mix) • Manage and leverage project plan for events and activities associated with this implementation • Guide You through design decisions impacting features and workflows • Complete action items to assess current state, identify improvement opportunities, and direct localization, testing, and implementation • Evaluate documentation practices to determine if data will be discrete and appropriate • Complete internal validation of feature functionality and content prior to Your validation • Collaborate with You on approach to utilize Oracle Population Health Platform security model and tools for granting and restricting access to solutions, measurements, reports, data, and other variables as needed • Oracle will provide the following: o Executive status reports tracking progress and risks for this implementation o Localized future-state workflows o One (1) train-the-trainer or end-user training event to an agreed-upon list of participants o Education and support on the API submission process o Access to online help pages o Online access to the application as well as to Your specific content page o Access to information sources such as community calls, illuminations, and uCern groups which will connect You to the solution and content information • An API will be provided to submit requirements directly to CMS
Your Cooperation / Obligations	You are responsible for the following obligations: • Validate the content to be submitted to CMS for quality measures • Confirm reporting method for eligible clinicians for MIPS: Individual or Group submission • Select appropriate measures for the current submission period based on MIPS scoring methodology • Identify all eligible clinicians and their required reporting program within Your organization • Identify the value objectives that the implementation is supporting • Establish a communication plan and deployment strategy • Ensure governance support • Provide use cases for the solution • Ensure resource availability and experience for design, training, and implementation that aligns with each proposed use case • Perform validation activities: o Adhere to required validation thresholds established through the CMS annual self-nomination process • Localize Oracle standard test scripts as needed • Engage with other suppliers as necessary to provide data sources for Oracle Population Health Platform

General Scope – Consulting / Professional Services (CommunityWorks)

	• Establish any data use agreements between Your organization and data source entity • Perform source data extract creation and ongoing maintenance surrounding data acquisition • Ensure all data necessary to populate MIPS reporting requirements is onboarded onto the platform • Ensure user authentication o Maintain personnel/user access permissions by manual build in the Oracle Population Health Platform tool or by automated transmission through RESTful application program interfaces (APIs) • Ensure user authentication • Supply a federated identity provider software which supports either Security Assertion Markup Language (SAML) 2.0 • Responsible for submission requirements of available quality measures • Initiate submission to CMS through API
Assumptions	• Fees associated with this scope cover the Oracle supported measures for Traditional MIPS and MIPS Value Pathways (MVP) submission; this scope does not cover APM Performance Pathway (APP) • Oracle consulting engagement commencement will be determined by Your readiness from a strategy, data, and solution standpoint • Devices must be capable of broadband internet connectivity and have appropriate processing and memory storage necessary for web browsing • External data sources will be acquired through the Oracle Population Health Platform • You will utilize the necessary tools to create and maintain any custom reports needed; Oracle is not responsible for maintaining Your custom reports and dashboards • You will transition to support within thirty (30) days after MIPS or MVP submission is complete • You will have access to support teams to assist with ongoing maintenance and questions • Oracle will perform up to five (5) platform algorithm changes per calendar year; there will be a limit of three (3) simulations for each of these changes. If additional algorithm or simulation changes are needed, You may purchase services at Oracle's then-current fees • Fees associated with this scope assume a single cycle of work from design to implementation. You may purchase additional services at Oracle's then-current fees if additional services are requested • Merit-Based Incentive Payment Program content offered by Oracle cannot be modified by You • You have contracted with Oracle for the Oracle Population Health Platform master patient index service or has an enterprise master patient index service across disparate systems • You will join relevant Oracle-sponsored groups, community calls, and illuminations to stay up to date with the solution and content advancements • Submission of data to CMS is dependent on You meeting Oracle's published deadlines. Failure to adhere to these deadlines will result in Oracle not submitting MIPS or MVP quality measure data for impacted measure(s) • All measure validation must be complete and all issues logged prior to December 15 in the current reporting period • All measure issues must be resolved prior to March 15 following the reporting period • Submission of data to CMS is not a guarantee of payment by CMS • Clinicians have data completeness in Oracle Population Health Platform according to Quality Payment Program requirements

Oracle Health CommunityWorks Application Management Services

Part #: B102131
Cerner Legacy Part #: SA-206000-AMS

Scope of Use

The Application Management Services (AMS) fees set forth in the "Solutions" section of this Ordering Document are based on the following scope of use limits.

Scope of Use Metric	Scope of Use Limit
Licensed Solutions to be managed	Community Works
Licensed Beds	Pioneers Memorial Hospital - 107 EL Centro Regional Medical Center – 161

Responsibilities*	Oracle	You
Maintain level one (1) help desk to provide first line of support to end users		X
Add new users' and manage the individual users' accounts		X
Conduct end-user training		X
Identify and provide printer and printer location(s) list		X
Provide accurate Ticket description and example; provide point of contact who can verify request is complete		X
Manage hardware and desktop personal computers (PCs)		X
Provide single point of contact for proper escalation of Incidents and Problems		X
Provide escalation process within Your organization		X
Log all Incidents in accordance with documented processes set forth in the Ordering Document		X

* Additional roles and responsibilities are set forth in the Oracle Health CommunityWorks Managed Services Scope

AMS	Assumptions
Fees Include	• Level two (2) application Support for all Oracle Health Millennium Licensed Software • Change management • Maintenance activities (including Configuration Changes to the managed software such as new health plan, formulary product, or charge) • Application monitoring (e.g., interfaces, printers, and fax stations) • Content management (e.g., *ICD-10*, *CPT-4,* and Drug/Allergy file) • Proactive Maintenance checks • Oracle Health Millennium software upgrades
Fees Exclude	• Technical infrastructure required to run the Managed Software • Third-party software • Professional (implementation) services for the design and/or build of additional Licensed Software • Professional (implementation) services for the design and rebuild of the managed software • Modifications to source code or addition of custom tables • Development of and/or delivery of end-user training for any Licensed Software • Development of interfaces • Development and modifications of custom reports, or Discern rules • Development of Discern Advisors, MPages, and National Hospital Inpatient Quality Measures (NHIQM) • Facility or clinic professional services rollouts • Clinical and support departmental workflow tasks that include or impact patient activity data (i.e., patient combines, placing orders, documenting results) • Subscription for content items such as Oracle Health Multum Drug Database, *ICD-10*, *CPT-4*, etc. • Oracle Health CareAware and FetaLink upgrades

APPLICATION MANAGEMENT SERVICE LEVEL OBJECTIVE (SLO)

Definitions

- **Configuration Change** means a requested change to a reference build.
- **Incident** means an unplanned interruption or reduction in quality of an Oracle production solution or service.
- **Problem** means the root cause of one or more existing or potential Incidents.
- **Service Level Objective ("SLO")** means a goal for the duration Oracle will have to close a Ticket. SLOs shall not be subject to service level credits.
- **Ticket** means the work requested by You for Oracle to troubleshoot and repair or add Configuration Changes to the production solutions.

Application Incident Performance Time

Application Incident Resolution SLO performance time for a resolution will be calculated as the difference between the time a request is "opened" in Oracle tracking tool and the time the request is documented as "closed" in Oracle tracking tool, less the time the Incident is in "Client Action" in Oracle tracking tool. An Incident is considered in "Client Action" when Oracle is asking You a question or when Oracle is requesting information from You or for the duration of Your validation.

Application Incident Resolution SLO performance time for requests needing a software change (software defect or software enhancement) will be calculated from the time the request is "opened" in Oracle tracking tool until the time the request is identified as needing a software change, less the time the request is in "Client Action" in Oracle tracking tool. The request will be closed in the Oracle tracking tool at the time the software change is identified and will be tracked via Oracle software release process.

Application Incident Resolution SLO

All Your reported application incidents will be analyzed upon receipt and categorized as set forth in the table below.

Priority	Description	SLO
Critical	Critical system processing has stopped, all locations are impacted, and Users are unable to perform on the managed software. No workaround, bypass or alternative is available. Major financial impact and patient safety condition exists.	Six (6) hours
High	A key component, solution or critical system is down, degraded, or unusable. Processing is severely impacted, one or more inpatient locations are impacted and no acceptable workaround, alternative or bypass exists. Some financial impact and patient care condition exists.	Eighteen (18) hours
Moderate	A component, minor solution or procedure is down, unusable, or difficult to use. There is some operational impact but no immediate impact on service delivery, financial or patient care. An acceptable workaround, alternative or bypass exists. One or more of Your locations are impacted. Problems that would be considered critical or high that have a workaround, alternative or bypass available will be assigned as a moderate Incident.	Three (3) Business Days
Minor	A component, procedure, or personal application (not critical to You) is unusable. No impact to business, single Incident failure, and a workaround, alternative or bypass is available. Deferred maintenance is acceptable.	Six (6) Business Days

Application Configuration Change Performance Time

Application Configuration Change SLO performance time will be calculated as the difference between the time a request is "opened" (after You approve request) in Oracle tracking tool and the time the request is documented as "closed" (after the change is moved into the production environment and validated by You) in Oracle tracking tool, less the time the request is in "Client Action" in Oracle Service Tracking Tool. The request is considered in "Client Action" when Oracle is asking You a question or when Oracle is requesting information from You.

Application Configuration Change SLO performance time for requests needing a software change (software defect or software enhancement) will be calculated from the time the request is "opened" in Oracle tracking tool until the time the request is identified as needing a software change, less the time the request is in "Client Action" in Oracle tracking tool. The request is considered in "Client Action" when Oracle is asking a question or when Oracle is requesting information from You.

Application configuration requests are changes to support existing functionality in the Managed Software. All Application configuration requests will be analyzed upon receipt. Oracle and You will agree upon the entitlement unless otherwise already defined. Requests may be grouped together into single projects, with agreement by Oracle and You. The custom groupings may affect how the request will be categorized (due to level of complexity involved in the complete project).

Entitlement	Description	SLO
Critical	The request will resolve an issue with patient care or have a positive financial impact.	24 hours
High	The request is of a time-critical nature that will not necessarily affect patient care or create a financial impact to You.	48 hours
Basic	Examples of basic configuration include updates to an existing orderable, printer, appointment type, etc.	Five (5) Business Days
Advanced	Examples of advanced configuration include updates to an existing power-form, chart form, new orderable, etc.	Ten (10) Business Days
Complex	Examples of complex configuration include updates to an existing interface script, new power-form, new chart format, etc.	Fifteen (15) Business Days
Requiring Scope Definition	These requests will be for efforts that require a scope to be defined. Both parties will agree upon the turnaround time for these types of requests after the scope has been determined and mutually agreed upon. Oracle is responsible for developing a business design and associated scope for such requests.	Negotiated at time of scoping

Remote Hosting (Recurring Fees)

Part #: B102136
Oracle Legacy Part #: CTS-RHORECUR

Defined Terms	**Computing System(s)** consists of the Oracle-owned and managed server(s), Layered Software, and storage required to provide the managed services scope set forth herein. **Data Center** means the facility where the services and data will be hosted. Services are provided using a combination of private and public cloud infrastructure (e.g., Oracle owned facilities, Oracle Cloud Infrastructure, or other public cloud infrastructure). **First Productive Use** means the time in which end users are using the Production Domain for patient care and related service activities. **Layered Software** means the third-party software "layered" between the operating system (OS) and the Oracle Health applications required for the Computing System to function (e.g., OS, middleware, database software, *Citrix*, etc., where applicable) **Local Area Network (LAN)** means the computer network and cabling generally associated with Your site local premises. **Major System Change** means a material change to the system, including a server upgrade, OS upgrade, New Release upgrade, storage-area network (SAN) upgrade, network upgrade, and database upgrade. **Oracle Health Hosting (OHH)** means Oracle's Managed Services division within Oracle which provides Remote Hosting Operations ("RHO") services to You. **Peak Concurrent Logons** means the highest number of concurrent front-end system logons (e.g., *Citrix* servers, web servers, etc.) measured each day throughout each month, with the highest day being used to determine the Peak Concurrent Logon count. **Remote Hosting Operations (RHO)** means the Oracle Health Remote Hosting Services that Oracle provides to clients for the operation of the health care related solutions included in this agreement (also known as "RHO Managed Services"). **Steady State** means the period of time following a System Stabilization Period and ending at the next Major System Change. **System Stabilization Period** means the seventy-two (72) hour window following First Productive Use and following a Major System Change. **Wide Area Network (WAN)** means a computer network that connects over a broad area (e.g., any network whose communications extends beyond the local campus and includes links crossing metropolitan, regional, or national boundaries).
Description of Services – Oracle Health Hosting	The CommunityWorks Service provides application delivery using a multi-tenant shared infrastructure model. Multiple non-affiliated clients will be hosted in a common domain using a shared system model. In a shared model, systems and application management will be centralized to allow for the implementation of timely and efficient releases of application software upgrades and enhancements. Oracle will manage all New Releases, change activities (including routine maintenance, if applicable), and scheduled downtimes across members of the shared domain. Oracle will configure and set up the infrastructure required for work to begin on the implementation project and will continue to deploy systems as needed to support the services. This setup and configuration may include activities such as the initial procurement and installation of the hardware and storage, as well as installation and configuration of operating systems, database, and other required software. Access is provided to one (1) Production environment and appropriate Non-Production environment(s) to support application testing and training. Oracle Health Remote Hosting ("Managed Services") fees for the CommunityWorks Service in the "Ordered Items" section of this Ordering Document are based on the following Scope of Use Limits, Assumptions, and Responsibilities. Oracle will provide and install the Layered Software (e.g., OS, middleware, database, etc.) needed to support the Oracle Health Licensed Software, and applicable Sublicensed Software.

Scope of Services	
Scope of Use Metric	**Scope of Use Limits**
Peak Concurrent Logons (Millennium EMR)	604
Other Oracle Health Solution Specific Scope of Use Limits, Responsibilities, and Assumptions	

Oracle Health 724Access Downtime Viewer (DTV)

- Provide DTV servers hosted in the Data Center for sending data to one (1) “Pumper PC” located at Your site.
- DTV servers are sized to support up to thirty (30) days of Millennium historical data.
- You are responsible to provide, manage, and support the “Pumper PC” required to distribute the DTV data to individual workstations, including software configuration, code updates, etc. (Note – Pumper PC estimated to support up to 20 DTV workstations.)
- You are responsible to provide, manage, and support all local DTV workstations and associated requirements, including software configuration, code updates, etc. This includes routine checks to confirm data has been received from the Pumper PC.

Oracle Health Transfusion Administration / Specimen Collections / Milk Management

- Oracle will provide hosting capacity to support solution functionality.

FetaLink

- Provide (6) FetaLink Servers: (4) Production Servers and (2) Test Servers (located at Your Site but remotely managed b Oracle).
- Server capacity assumes less than hundred (200) total Fetal monitors.
- You are responsible to provide and manage thick client workstation(s) required for each FetaLink monitor. Oracle does not guarantee performance of the FetaLink solution when using remote access to a Citrix configuration located at Your site.
- The Oracle Health MultiMedia Storage service will be leveraged for storing images and will count toward Your Oracle Health MultiMedia Storage platform service defined scope of use limits.

Oracle Health iAccess (via Imprivata for Single Sign-On)

- Oracle will provide hosting capacity required to support the integration of the iAccess solution.
- You are responsible to host, manage, and support the Imprivata One-Sign appliance for communication with Your local Active Directory instance.
- Managed Services (Hosting) fees do not include iAccess or Imprivata licenses, monthly maintenance, implementation services, or devices. These are purchased separately.

Surgical and Endoscopic Imaging

- Oracle will provide hosting capacity to support Surgical and Endoscopy Imaging functionality.
- You are responsible for providing access to a file share located at Your site to support the image transfer service.
- You are responsible to provide, manage, and support all workstations and other peripherals located at Your site (e.g., image capture/viewing, scanners, cameras, camera adapters, etc.).
- The Oracle Health MultiMedia Storage service will be leveraged for storing images and will count toward Your Oracle Health MultiMedia Storage platform service defined scope of use limits.

Oracle Health Remote Hosting (“Managed Services”) Third-Party Application Hosting

The Managed Services fees are based on the following Scope of Use Limits and apply only to custom RHO services for the Third-Party Application(s) You have requested to be hosted by Oracle, as set forth below. For clarity, applications noted below are not applications required for the Millennium solutions to operate which would be included with the Oracle Licensed Software or Sublicensed Software noted in this agreement. These are applications You have selected that are outside of the standard Millennium solution functionality requirements.

Oracle will provide and install Layered Software (e.g., OS, middleware, database, etc.), to support the services noted. Oracle will also:

- Provide basic assistance with the initial installation of the application (e.g., download media, etc.).
- Configure base level standard system management and monitoring tools as applicable.
- Provide technology level support for the systems allocated for the application.
- Perform technology level updates as needed to remain on supported levels of hardware, Layered Software, and security patching. Use of Layered Software versions that are no longer supported by third-party suppliers may not be supported or may result in additional fees.

Scope of Use Limits, Responsibilities and Assumptions

Dragon Medical One “DMO” (via Nuance cloud system)

- (252) DMO users
- Deploy hosting capacity to support for the integration with the Nuance Cloud DMO system.

(Dragon Medical One Users will be measured in accordance with Nuance's application licensing and as measured by Nuance's Annual Billing Period reviews.)

Solventum (3M) CRS Encoder

- Provide hosting capacity, system management, and technical level support for the integration of the Solventum (3M) Encoder solution.
- You are responsible to provide and maintain Solventum (3M) Encoder licensing. RHO services do not include Solventum (3M) licensing, monthly maintenance, or any other Solventum (3M) fees that may be required. If applicable, You must work with Solventum (3M) to revise current Windows version licensing to include the Web Service version.
- You are responsible for the installation and support of servers, workstations, and other peripheral devices required for application functionality located at Your site.

Network Operations. Oracle will provide and manage the network connectivity between the hosted services in the Data Center and Your network (up to the internet, if applicable). The Oracle (RHO) and Your networks below work in unison to complete the application delivery to Users.

Data Center Network. The Data Center network includes the hardware, support, and monitoring of connectivity within the Data Center up to the RHO-provided WAN or internet connection.

RHO Provided WAN Communications. WAN communications includes circuit(s) and/or VPN connections in accordance with the scope noted below, termination hardware, and operating support between the Data Center network and Your site. If dedicated circuit(s) are in scope, the provisioning of the RHO-provided circuit(s) will follow best practice to maximize existing commercially available physical circuit diversity at the time of implementation to the Your premise point of demarcation, without material additional costs to Oracle. This practice does not provide a guarantee for complete physical diversity. You agree to provide the address of demarcation point(s) to Oracle as soon as can be identified (if possible, within ten (10) days after the Effective Date of this Ordering Document). The RHO-provided circuit(s) will be sized for the solutions to be hosted in accordance with Oracle (RHO) best practices for appropriate bandwidth and responsiveness. Circuit provisioning and management will be the responsibility of Oracle in conjunction with Oracle's communications partners. Oracle's responsibility for any solutions utilizing internet connectivity end at Oracle's internet service provider. Additional fees apply for additional circuits, routers, demarcations, or demarcation changes.

Your Site LAN/WAN. Your LAN/WAN will consist of any communications circuits, WAN termination hardware, and LAN hardware at Your site provided and managed by You to support Your local network and connections to Your locations.

The RHO provided telecommunication circuits/VPN are applicable to the Oracle Health RHO services only. For clarity, communication from Your site to other Oracle services (i.e., Fusion, etc.) will require separate, client owned connectivity.

Oracle will provide and configure the connectivity to the RHO Services as noted below:

- Three (3) dedicated WAN circuits - one (1) primary at one facilty, one (1) secondary at the other facility, and one (1) third cross connection connecting the two facilities; an Internet VPN Connection will also be provided.

Hosting and Environment Operations:

In addition to the provisions noted above, Oracle will be responsible for the following areas of operation in the delivery of the RHO services:

1. Data Center and Network Operations – Data Center facility operations are intended to provide uninterrupted power and service for RHO services. Each Data Center is designed to significantly reduce downtime and operate under supervision 24 hours per day, 7 days per week ("24 x 7"), every day of the year.
   - 1.1 Provide the Data Center facility space, power, cooling, and management required to provide the defined hosting services. This includes ensuring appropriate controls are in place for environmental monitoring and physical security.
   - 1.2 Provide and manage the Data Center core infrastructure components required to provide and connect to the services (e.g., rack space, communications, network infrastructure, etc.).
   - 1.3 Establish and maintain connectivity between the Data Center and the public internet.

	1.4 Provide, manage, monitor, and support the networking equipment (i.e., routers, switches, load balancers, consoles, etc.) within the Data Center required to establish connectivity up to the RHO-provided WAN and/or up to Oracle's ISP. Oracle will provide connectivity between the Data Center and the public internet. 1.5 Provide, manage, monitor, and support the RHO-provided WAN communication circuit(s) and/or VPN (Transmission Control Protocol/Internet Protocol only) between the Data Center Network and Your site point of demarcation(s) per the scope noted above. 1.6 Provide and remotely manage networking equipment to terminate and secure the RHO-provided WAN connection between the Data Center and Your demarcation (e.g., routers, switches, out-of-band management, etc.). 2. Equipment and Layered Software Provisioning and Acquisition - As part of the Managed Services, Oracle will provide servers, storage, and Layered Software required to support the hosting services. 2.1 Provide production and testing Computing Systems consisting of CPU, memory, and data storage necessary to provide the services (includes RHO-provided and managed hardware to be located at Your site, if applicable). 2.2 Provide systems and tools required to manage, monitor, and secure Computing Systems. 2.3 Provide the Layered Software (e.g., OS, database, Citrix, WebSphere, etc.) licenses necessary to deliver the services. 2.4 Provide Multi-factor Authentication (MFA) functionality for users accessing the system directly from a remote location. Remote means a user that is not connected to Your network for initial authentication prior to connecting to the system. For optimal security, Oracle recommends that users connect to Your network for initial authentication prior to accessing the system via the connectivity deployed for the services. 3. Computing System / Domain Management - As part of the Managed Services for hosting, Oracle will provide systems management services for the daily operations of the service. 3.1. Monitor and maintain Computing Systems as required to maintain system health, security, availability, capacity, and storage (includes routine server reboots and service cycling for optimized performance and security patch installs). This includes performing system maintenance activities that may require scheduled downtime. 3.2. Provide governance, management, and installation of software (software updates, new releases, fixes, content updates, etc.). 3.3. Initial testing of service packages and changes to the reference database. 3.4. Perform system tuning, review available resources, and modify OS parameters as needed. 3.5. Monitor and maintain database health, storage requirements, availability, and performance. 3.6. Perform routine system and database backups and store backup files in a manner that will protect the confidentiality of data. Restore systems/data as required. 3.7. Implement and monitor network intrusion prevention/detection systems throughout the Data Center network and Computing Systems as required. Implement virus protection controls on the Computing Systems as applicable. All such systems will be routinely reviewed and updated as appropriate to ensure systems and data are protected. 3.8. Provide and manage URL access to websites approved for appropriate business purposes. 3.9. If applicable, provide remote management for the RHO-provided hardware located at Your site. 3.10. Provide utility for creating end-user accounts for access to hosted domains. 4. Applications Monitoring and Maintenance - Oracle will perform configuration of the managed software, based on Your request (as applicable to services), system management needs, and best practices. 4.1 Define and maintain application security role definitions, positions, and application-specific security profiles. 4.2 Monitor software notifications (e.g., flashes, advisories, bulletins, etc.) for critical issues. 4.3 Build and maintain reference database elements using Oracle application build tools. 4.4 Configure, monitor, and manage solution-related purges and operations jobs. 4.5 Provide notification of major issues found that affect service. 5. Interface Management - Interfaces include all foreign system interfaces (FSI) that communicate and reside on the system. All interfaces shall connect via Your LAN/WAN into the Oracle provisioned WAN connectivity. 5.1. Monitor and cycle (as required) outbound interface from hosted system. 5.2. Troubleshoot and resolve foreign system and medical device interface errors on the Oracle-side of managed software interfaces. 5.3. Monitor and cycle (as required) inbound interface servers to establish connections to foreign systems (Oracle is not able to monitor inbound transaction gateways from foreign systems).
Your Cooperation / Obligations	You are responsible for the following obligations in addition to solution specific items that may be noted above: 1. Your Site, Network Operations, and Telecommunication Connectivity (Data Center to Your Site):

1.1. Provide appropriate rack space, UPS/temperature-controlled environment, and physical security for Oracle-owned hardware and networking equipment that is located at Your site(s). Note: two separate power circuits are required for RHO-provided hardware.
1.2. Provide physical assistance for installing and supporting the RHO-provided, owned, and managed networking equipment located at Your site (e.g., receiving, unpacking, racking, power/network connections, etc.).
1.3. Provide the address of Your site demarcation point(s) for circuit termination to Oracle as soon as can be identified (if possible, within ten (10) days after the Effective Date of this Ordering Document).
1.4. Connect Your network to the point of demarcation(s) at Your site. You are responsible for the cost of additional circuit requirements, (e.g., demarcation extensions, circuit relocations, etc.).
1.5. Connect Your network to the RHO provided networking equipment demarcation point(s). A Layer 2 (or equivalent) connection is required for achieving automated failover between circuit/VPN connections terminating at demarcation points located at different facilities. A Layer 3 connection type between Your site demarcation points can be supported for additional fees (this requires additional networking equipment).
1.6. Provide, install, configure, manage, and support Your LAN/WAN connectivity, equipment (e.g., routers, switches firewalls, etc.), and supporting infrastructure that connects to all end users, printers, foreign systems, medical devices, and other equipment at Your site.
1.7. Provide the Internet service and connect Your network to the service as necessary to establish connectivity to the public Internet. Oracle recommends at least 10MB internet connection for adequate end-user performance experience when an internet VPN is used.

2. Equipment and Layered Software Provisioning and Acquisition:
2.1. Provide network authentication systems required for end-user access to the Your network and applications, local printing, and workstation software installation (e.g., “thick” client installations, desktop links, etc.).
2.2. Provide OS and software licenses for end-user systems that You own, workstations/laptops, and other devices being used to augment hosted solutions. (*Microsoft Word*, *Excel*, and *Microsoft* Client Access Licenses (CALs) for Your devices and others that may be among those used to display or analyze data at the user desktop.)

3. Computing Systems / Domain Management:
3.1 Create end-user accounts for access to solutions.
3.2 Manage end user desktop time zone settings as appropriate.
3.3 Implement and monitor network intrusion prevention/detection systems throughout Your LAN and Your devices. Implement virus protection controls on the Your devices.
3.4 Validation of restored components/environments, when applicable.
3.5 Provide adequate licenses, application maintenance and support (e.g., ongoing upgrade fees, troubleshooting, etc.) for the Third-Party Applications You have requested Oracle to host, not limited to the “Scope of Use” table(s) in this Scope. Oracle may limit use and support for such applications if the use impacts the performance of the System, introduces undue security risks, or causes extraordinary support requirements and cost to Oracle as a result.
3.6 Provide, install, configure, manage, and support Your end user devices located at Your site (workstations, printers, scanners, etc.) and peripheral device compatibility. Examples include web browser configuration, connectivity, rebooting, paper, toner, paper jam, device offline, workstation backups, etc.).
3.7 Provide physical assistance for installing and supporting the RHO-provided hardware located at Your site (e.g., receiving, unpacking, racking, power/network connection). This item includes the networking equipment required to establish connectivity from Your site to the Data Center.
3.8 If applicable, grant access to the RHO-provided hardware located at Your facility for system management functions and field service personnel.
3.9 Provide a 7x24 IT/technical contact for communications.

4. Applications Monitoring and Management:
4.1 Provide a point of contact for communication of changes, updates, and issue resolution activity.
4.2 Perform, monitor, and manage local installations of the application(s) on Your devices as applicable (e.g., “thick” client installation).
4.3 Perform final validation testing of changes to the software, including service package installations and changes to the reference database.
4.4 Communicate modifications and enhancements of application functionality to end users.
4.5 Applicable to requested hosting services for Third-Party Applications - Perform application maintenance duties as recommended by Third-Party Application provider (e.g., application access, create/maintain batch queues, data/file purging, custom forms/menus, custom tables/objects, refresh/replication items, etc.), as applicable.

5. Interface Management:
5.1 Ensure inbound transaction gateway(s) for foreign systems at Your site are operational.

	5.2 Troubleshoot and resolve foreign system and medical device interface errors on Your side of the interface configuration (i.e., interface engine sending data). 5.3 Provide, manage, and support the connectivity that may be required for data transmission between Your facility(s) and third-party interface vendor locations. For clarity, additional connections from the Data Center to third-party locations are not included in the RHO Services. 5.4 If applicable, perform secure transfer of FSI files from Oracle's SFTP site to Your location, and subsequent file transfer to third-party interface vendor locations. 5.5 Notify Oracle by phone when cycling Your (sending) interface(s) or of known ups/downs. 6. <u>Applicable to Third-Party Applications to be hosted, in addition to items that may be noted above:</u> 6.1 Purchase/provide application related services for implementation, system/data migrations, release upgrades or updates, consulting services or support. 6.2 Provide, manage, and support all end user peripheral devices located at Your site required for application functionality (e.g., servers, local workstations, transcription microphones, printers, etc.). 6.3 Provide, install, manage, and support public internet service from Your facility for end user connectivity to the applications, if applicable. As needed, provide internet connection for application communication from Your site to Third-Party cloud systems (e.g., Nuance Dragon Medical One, etc.). 6.4 Perform application maintenance duties as recommended by the Third-Party Application provider (e.g., application access, create/maintain batch queues, data/file purging, custom forms/menus, custom tables/objects, refresh/replication items, etc.), if applicable. 6.5 Manage and monitor interfaces between application and other systems; including cycling systems (as needed), modifications of interfaces and connectivity to and from Third-Party Applications (as needed). 6.6 Provide training for end users on the application(s) as well as any required application testing post software updates. 6.7 Provide application support and initial problem resolution/triaging via your Help Desk or super users, prior to contacting Oracle help desk. 6.8 Engage Third-Party Application provider to assist with application related issue resolution and database management activities as needed. 6.9 Obtain consent from third party suppliers for Oracle to provide hosting services for Third-Party Applications, if needed.
Assumptions	<u>Applicable to Oracle Health solutions to be hosted:</u> • You agree that the Concurrent Logon count(s) noted above were discussed with Oracle and that Oracle will be using this number as a key factor for the system sizing and configuration for the Production Computing Systems used for the RHO services. • Remote Report Distribution (RRD) - Oracle hosted faxing infrastructure is included in the service fees. Faxing to internal numbers at Your facility or international faxing is not supported. • Care Management – Managed Services fees include infrastructure for Care Management Web Services. If applicable**,** RHO fees do not include hosting services for third-party add-on solutions such as TLC, McKesson InterQual, MCG Health CareWebQi (formerly Milliman), etc. Additional fees may apply to host these solutions. • Managed Services fees do not include the hosting of Third-Party Applications (full application and/or agents) such as 3M, TLC, *CareWebQi* (formerly Milliman), etc. on dedicated infrastructure or installed on infrastructure used for the *Oracle Health Millennium* electronic medical record environment, unless otherwise noted in a separate section labeled "Third-Party Application Hosting". Oracle will review requests for installing Third-Party Applications as needed. Additional fees may apply. • MPages functionality intended for retrieving relevant patient care content from approved websites or Your systems only (internet access is not to be used for general Internet or Intranet "browsing"). • Standard *Citrix* server configurations are deployed using a thirty (30) minute end user inactivity timeout setting. You understand that an increased inactivity timeout setting may impact the concurrent user count Scope of Use Limit noted in this agreement resulting in additional fees. • Oracle does not recommend pulling video streams, high-resolution images (e.g., diagnostic/PACS), or content from sources at Your site over the WAN for display on Oracle hosted servers. For best performance, access to images/content on Your LAN (including Internet content) will be setup using *Citrix* Content Redirection so the application or browser will launch from a local workstation rather than travel across the RHO-provided WAN circuits. If You request or choose to implement non-standard configurations or technology not listed requiring additional resources (e.g., new servers, additional bandwidth, etc.), Oracle will determine the impact of such request which may result in additional fees. <u>Applicable to Third-Party Applications to be hosted</u>: • End user access to the applications and interface connections will leverage existing connectivity unless otherwise noted. • Connections required to third party locations will leverage connectivity directly from Your site (VPN from Oracle is not included). • If needed, web-based functionality that requires the launch of a browser will be redirected to resources at Your site.

	• Managed Services fees include installation and technical support for up to 1 major application release upgrade every 2 years during the Term of the agreement, unless otherwise noted. • If applicable, standard server configurations are deployed using a thirty (30) minute end user inactivity timeout setting. • Third-Party Applications are assumed to run on current technology levels. Technology level updates will be implemented as needed during the term to remain on supported levels of hardware, Layered Software, and security patching. • If applicable, Oracle will provide at least 14 days advance notice for system changes requiring downtime for shared infrastructure components. • Future modifications to the technical requirements from the Third-Party Application provider (e.g., hardware platform, storage, network, database, tools, etc.), may result in additional hosting fees. • In the event Oracle identifies that a Third-Party Application poses a security risk to systems and/or data, Oracle will notify You and may temporarily suspend or limit the use of the application. Oracle will not be held liable for security incidents related to vulnerabilities within the Third-Party Application, connector agents, or associated versions of Layered Software required for the services. • Oracle reserves the right to migrate the hosting service to a different hosting model/location in the future for continued service or discontinue the service. If applicable, Oracle will work with You to review any modifications required. General, applicable to all services noted above: • Managed Services fees do not include Licensed Software, Sublicensed Software, Licensed Software Support, Maintenance, or professional services related to Oracle Health solutions or Third-Party Applications. • If the Scope of Use Limits noted above are exceeded or You desire to expand the Scope of Use Limits noted above, You agree to execute a new order setting forth the additional quantity required. Oracle requires at least one hundred twenty (120) days advance notice of a material increase to the Scope of Use Limits to ensure additional infrastructure is deployed when needed. Infrastructure will be deployed upon agreement execution.

Information Security Program / Business Continuity

Information Security Program. Oracle Health shall maintain a comprehensive, written information security program that contains administrative, technical, and physical safeguards that are appropriate for Oracle's business. Oracle utilizes multiple overlapping industry standard security controls and/or countermeasures to protect the hosted systems and data. The Data Center networks and systems are designed to meet or exceed the Health Insurance Portability and Accountability Act security standards required for the hosting of personal health information (PHI). Oracle's security program is designed to protect against anticipated threats or hazards to the confidentiality, integrity, and availability of data; and protect against unauthorized or unlawful access, use, disclosure, alteration, damage, or loss of data.

Business Continuity**.** Oracle Health shall maintain a Business Resilience Program and disaster recovery procedures for the Data Centers and core hosting services. Procedures are routinely reviewed and exercised to ensure the appropriate processes and tools are in place. Oracle leverages multiple Data Centers for the services. Each of these Data Centers have redundant core infrastructure services, including telecommunications, power, cooling, and physical security infrastructure in place. In the event of a material disaster, an alternate Data Center will be invoked, with production Computing Systems being recovered first, followed by non-production Computing Systems. In a disaster situation, Oracle will use reasonable efforts to recover all systems as quickly as possible.

In the event of a disaster, an emergency response team will be mobilized. System and database backups will be used to recover the production system in an alternate facility, as applicable. If applicable, additional hardware to accommodate production user capacity will be provisioned as quickly as possible. As soon as the system recovery process is complete, You will be notified.

Managed Services (RHO) Services System Availability Commitment

Definitions.

- **Availability** equals [(Base Time – Unscheduled Downtime) / (Base Time)] x 100. Availability will be rounded to the nearest one-tenth of a percentage point.
- **Base Time** means the number of days in the applicable month multiplied by 24 hours multiplied by 60 minutes.
- **Scheduled Downtime** equals the aggregate total of all minutes of planned and scheduled downtime maintenance performed during the month to perform any necessary hardware, operating system (OS), network, database, or application software maintenance, repairs, upgrades, and updates. Oracle will use commercially reasonable efforts to schedule downtime after regular business hours, during times that minimize the disruption to the services. The amount of scheduled downtime may vary from month to month depending on the level of change required.
- **Unscheduled Downtime** means the time (in minutes) during which the production system is not available impacting system-wide operations during a Steady State (excluding "Scheduled Downtime") from the Data Center up to Oracle's connection to the public Internet, or if applicable, the Your WAN point of demarcation (e.g., RHO-provided network router(s)).

System Availability Commitment description. If the monthly system availability (as calculated below) for the services falls below the targets defined in the table below, and You are current in paying the monthly fee and operating within the scope of use limits set

forth in this Oracle Ordering Document, Oracle will provide a credit toward Your next CommunityWorks Monthly Fee to account for the downtime. The appropriate credit percentage will be determined based on the table below, associated with the hosting component of the CommunityWorks Service. You acknowledge that the System Availability Commitment provided herein applies only to the production system for components of which Oracle is in control (systems hosted and managed by Oracle). Services or system components hosted and managed by third parties, not in Oracle's control, are excluded from the System Availability Commitment noted below. The parties agree that this section provides Your sole and exclusive remedy for Oracle's failure to meet the System Availability Commitment.

% of CommunityWorks Monthly Fee At Risk = 20% ("At-Risk Amount")	
System Availability %, tracked monthly	**% of CommunityWorks Monthly Fee Credited, calculated using the At-Risk Amount noted above**
Greater than or equal to 99.5%	0%
Less than 99.5% and greater than or equal to 98.0%	5%
Less than 98.0% and greater than or equal to 95.0%	10%
Less than 95.0%	20%

Example of System Availability tracking and credit. If the achieved System Availability was 99.8% in a given month, the credit applied would be 5% of the CommunityWorks Monthly Fee At-Risk Amount. Meaning, if the amount of the CommunityWorks Monthly Fee is $100,000, with a 20% "At-Risk Amount" ($20,000), the credit applied to Your next payment of the CommunityWorks Monthly Fee would be $1,000.00.

Note: If the CommunityWorks Monthly Fee is not based on monthly payments, the amount credited will use the percents/calculations noted above, divided by the applicable number of months in the payment period. Credits due will be combined for each month in the payment period and applied to Your next payment of the CommunityWorks Fee.

Exclusions. Oracle shall not be liable for any Scheduled or Unscheduled Downtime related to the following and all such downtime will not be included in the System Availability calculation: (i) downtime related to failures of third-party services not managed or controlled by Oracle, (ii) downtime related to Your improper action or inaction with regard to an area for which You are responsible, (iii) downtime related to components You own and manage (e.g., Your VPN/Internet connectivity, workstations, etc.), (iv) downtime caused by database queries and/or custom application code You have developed, and (iv) downtime related to application-level failures of Third-Party Applications You have requested Oracle to host (e.g., 3M Encoder, Dentrix, etc.), provided such failure was not caused by the actions or inactions of Oracle.

Services Deployment. Oracle is responsible for implementing appropriate service and code updates as part of the delivery of the Services. Emergency updates may be required from time to time to address security concerns and/or critical updates to maintain stability. When downtime is required for such items, Oracle will use reasonable efforts to provide as much advance notice as possible. As applicable to certain solutions, You will be expected to implement service updates on Your devices that have integration dependencies corresponding with updates to the services to maintain appropriate solution currency. You agree to implement applicable service packages or application updates (e.g., components obtained through the Apple Store or other deployment methods) within 30 days of notification by Oracle of the required update. System Availability remedies will not be applicable 30 days after notice to You of required action and such action is not taken.

Effect of Systems Managed by Oracle and You. Oracle may be responsible for the management of certain hardware and third-party software systems located at Your site as part of certain Oracle services. This may include appliances You are hosting, synchronization servers, and network demark systems. Certain Oracle services will have integration dependencies with systems managed by You. You are responsible for performing corresponding system updates on Your devices (e.g., third-party software, hardware, network changes, OS, etc.) if such systems are not managed through an Oracle Health services agreement.

Effect of Scope of Use. You agree that Oracle will not guarantee performance or System Availability while You are operating beyond Your scope of use limits, and You waive any credits set forth above until You are operating within such limits. Your scope of use limits will be expanded pursuant to the Scope of Use Section in this Oracle Ordering Document. System Availability credits will resume when You have paid the additional scope of use fees as set forth therein.

Effect of Stabilization Period. During a Stabilization Period, changes to the system may be required to achieve optimal performance; Unscheduled Downtime or Scheduled Downtime minutes do not apply.

Measuring System Availability. Hardware, network infrastructure, telecommunication circuits (if applicable), and layered software (e.g., OS, middleware, database, etc.), used to provide the services will be monitored using automated monitoring tools. In addition, call center logs that contain details relating to System Availability issues will be reviewed. For purposes of tracking downtime duration, the Unscheduled Downtime will begin at the time at which the high severity impact is clearly identified by You and communicated to Oracle's Immediate Response Center (IRC) via a live telephone conversation or detected by system monitoring tools and is confirmed to be a material system-wide event or an event impacting a majority of users. Unscheduled Downtime ends at the point in time when users have the ability to access and use the production system in a normal state of operation.

Review of Unscheduled Downtime. You may review the Unscheduled Downtime based on the methodology established herein. Oracle will cooperate with You in connection with any review of the Unscheduled Downtime. This review must take place within 30

days of the most previous month end upon reasonable advance notice to Oracle. You may contact Your Oracle representative to review requests pursuant to this System Availability Commitment.

Bill To / Ship To Contact Information

Bill To Contact

Customer Name	Customer Address	Contact Name / Phone / Email
Imperial Valley Healthcare District	601 Heber Ave Calexico, CA US 92231	Pablo Velez 760-339-7100 Pablo.Velez@ecrmc.org

Ship To Contact

Customer Name	Customer Address	Contact Name / Phone / Email
Imperial Valley Healthcare District	601 Heber Ave Calexico, CA US 92231	Pablo Velez 760-339-7100 Pablo.Velez@ecrmc.org

Ordering Document

ORACLE

Contract ID:

1225356541, CPQ-4253855
1225356540, CPQ-4308628
1225356631, CPQ-4308630
1225356632, CPQ-4308639
1225390101, CPQ-4215601
1225356539, CPQ-4322090

Imperial Valley Healthcare District
601 Heber Ave
Calexico CA, 92231
US

Contact
Pablo Velez
760-339-7100
Pablo.Velez@ecrmc.org

Oracle America, Inc.
500 Oracle Parkway
Redwood Shores, CA
94065

Fee Summary

Fee Description	Net Fees	Monthly Fees	Annual Fees
Application Management Services (1225356541, CPQ-4253855)	--	50,014.33	--
Cloud Services (1225356540, CPQ-4308628)	804,826.87	0.00	0.00
Cloud Services (1225356541, CPQ-4253855)	0.00	0.00	0.00
Cloud Services (1225356632, CPQ-4308639)	500,000.00	0.00	0.00
Managed Services (1225356541, CPQ-4253855)	--	94,566.48	--
Professional Services -- Estimated Expenses (1225390101, CPQ-4215601)	200,000.00	--	--
Professional Services -- Fixed Price (1225390101, CPQ-4215601)	2,618,415.74	--	--
Professional Services -- Time and Materials (1225390101, CPQ-4215601)	1,143.38	--	--
Recurring Services (1225356539, CPQ-4322090)	--	50,000.00	--
Recurring Services (1225356541, CPQ-4253855)	--	103,626.28	--
Recurring Services (1225356631, CPQ-4308630)	--	8,541.87	--
Recurring Services (1225356632, CPQ-4308639)	--	3,905.34	--
Sublicensed Software and Sublicensed Software Support (1225356541, CPQ-4253855)	0.00	--	1,500.00
Transaction Services -- Annual Usage Period (1225356541, CPQ-4253855)	0.00	--	6,517.80
Transaction Services -- Monthly Usage Period (1225356541, CPQ-4253855)	--	600.00	--
Transaction Services -- Monthly Usage Period (1225356631, CPQ-4308630)	--	3,480.40	--
Total Fees	**4,124,385.99**	**314,734.70**	**8,017.80**

Billing Frequency

Description	Amount Due	Payment Due	Services Commencement
Application Management Services (1225356541, CPQ-4253855)	100%	Monthly in advance, beginning when access issued	beginning when access issued
Cloud Services (1225356540, CPQ-4308628) (1225356541, CPQ-4253855) (1225356632, CPQ-4308639)	100%	Monthly in advance, beginning when access issued	beginning when access issued
Managed Services (1225356541, CPQ-4253855)	100%	Monthly in advance, beginning when access issued	beginning when access issued
Recurring Services (1225356539, CPQ-4322090) (1225356541, CPQ-4253855) (1225356631, CPQ-4308630) (1225356632, CPQ-4308639)	100%	Monthly in advance, beginning when access issued	When access issued
Sublicensed Software (1225356541, CPQ-4253855)	100%	Upon shipment	Beginning upon shipment
Sublicensed Software Support (1225356541, CPQ-4253855)	100%	Monthly in advance, beginning upon shipment	Beginning upon shipment
Transaction Services (1225356631, CPQ-4308630) (1225356541, CPQ-4253855)	100%	Monthly in advance, beginning when access issued	Beginning when access issued
Transaction Services - Overage and Usage Fees (1225356631, CPQ-4308630) (1225356541, CPQ-4253855)	100%	Monthly in arrears	--
Professional Services -- Estimated Expenses (1225390101, CPQ-4215601)	100%	Monthly in arrears	--
Professional Services -- Fixed Price (1225390101, CPQ-4215601)	100%	Payable in seventy-eight (78) equally monthly installments, consisting of seventy-seven (77) payments of $33,569.43 and one (1) final payment of $33,569.63, beginning on contract execution	--
Professional Services - Time and Material (1225390101, CPQ-4215601)	100%	Monthly in arrears	--

Ordered Items

Recurring Services

Part Number	Description	Services Term	Pass-Through Code	Quantity	Unit Net Price	Extended Monthly Fees
	(1225356541, CPQ-4253855)					
B100006	**Oracle Health Reference Lab Network for CommunityWorks - Connection**[A] Through 31-Dec-2032	**78.0 mo**	**--**	**4**	**52.50**	**210.00**
B100013	**Oracle Health Workflow Authentication Soft Token - Users** Through 31-Dec-2032	**78.0 mo**	**--**	**275**	**0.92**	**253.00**
B100023	**Consumer Support for Oracle Health Patient Portal - US Only - Call** Through 31-Dec-2032	**78.0 mo**	**--**	**10**	**12.40**	**124.00**
B100041	**Oracle Health Bedside Medical Device Integration - Beds**[A] Through 31-Dec-2032	**78.0 mo**	**--**	**74**	**91.00**	**6,734.00**
B100108	**Oracle Health FHIR APIs - CommunityWorks - Client**[A] Through 31-Dec-2032	**78.0 mo**	**--**	**2**	**250.00**	**500.00**
B100131	**Oracle Health Document Management - Concurrent User**	**78.0 mo**	**--**	**150**	**30.2691**	**4,540.36**

Part Number	Description	Services Term	Pass-Through Code	Quantity	Unit Net Price	Extended Monthly Fees
	(1225356541, CPQ-4253855)					
	Through 31-Dec-2032					
B100173	**Oracle Health Electronic Prescription Interoperability - CommunityWorks - Providers**[A] Through 31-Dec-2032	**78.0 mo**	**--**	**139**	**7.00**	**973.00**
B100352	**Oracle Health Direct HISP - CommunityWorks - Facilities**[A] Through 31-Dec-2032	**78.0 mo**	**--**	**2**	**70.00**	**140.00**
B100377	**FetaLink+ - Births** Through 31-Dec-2032	**78.0 mo**	**--**	**1,833**	**0.8074**	**1,480.00**
B100455	**Emergency Department Coding Subscription for CommunityWorks (Up to Quantity) - ED Visits** Through 31-Dec-2032	**78.0 mo**	**--**	**999,999,999**	**0.0001**	**1,870.00**
B100481	**PowerNote Content for Acute Care -- CommunityWorks (Up to Quantity) - Beds** Through 31-Dec-2032	**78.0 mo**	**--**	**999,999,999**	**0.0001**	**430.00**
B100851	**CPT for Patient Billing - Beds** [Mfg Part Num: KS-22304] Through 31-Dec-2032	**78.0 mo**	**100015_001**	**268**	**1.3209**	**354.00**
B103442	**Syndromic Surveillance and Electronic Lab Results for CommunityWorks - Client**[A] Through 31-Dec-2032	**78.0 mo**	**--**	**2**	**525.00**	**1,050.00**
B105923	**Oracle Health Radiology Information System - Modality Worklist - Beds** Through 31-Dec-2032	**78.0 mo**	**--**	**268**	**0.276**	**73.96**
B105931	**Oracle Health CommunityWorks General Laboratory - Operating Expense ($M)** Through 31-Dec-2032	**78.0 mo**	**--**	**323**	**0.5934**	**191.67**
B105934	**Oracle Health CommunityWorks Inventory Management Suite - Operating Expense ($M)** Through 31-Dec-2032	**78.0 mo**	**--**	**323**	**5.4034**	**1,745.29**
B105960	**Oracle Health Blood Bank for CommunityWorks - Operating Expense ($M)** Through 31-Dec-2032	**78.0 mo**	**--**	**323**	**0.3591**	**115.98**
B105989	**CareSelect Imaging - Integ with CommWx (51-100 beds) - Each** [Mfg Part Num: CARESELECT-CMWx100] Through 31-Dec-2032	**78.0 mo**	**100061_001**	**1**	**1,500.00**	**1,500.00**
B100000	**Oracle Health Workflow Authentication Cloud Subscription - Users** Through 31-Dec-2032	**78.0 mo**	**--**	**275**	**13.7745**	**3,788.00**
B100042	**Oracle Health Laboratory Medical Device Integration - Device**[A] Through 31-Dec-2032	**78.0 mo**	**--**	**315**	**13.6127**	**4,288.00**
B100065	**Oracle Health Care Notifications - CommunityWorks - Facilities** Through 31-Dec-2032	**78.0 mo**	**--**	**2**	**175.00**	**350.00**
B100072	**Oracle Health Privacy Analytics - Gigabyte Per Day** Through 31-Dec-2032	**78.0 mo**	**--**	**2**	**1,800.0001**	**3,600.00**
B100110	**Work Queue Management - Providers** Through 31-Dec-2032	**78.0 mo**	**--**	**139**	**21.2806**	**2,958.00**
B100117	**Oracle Health Appointment Reminders (Up to Quantity) - Admissions and Outpatient Visits** [Mfg Part Num: PY-122821] Through 31-Dec-2032	**78.0 mo**	**100109_001**	**499,999**	**0.0062**	**3,100.00**

Part Number	Description	Services Term	Pass-Through Code	Quantity	Unit Net Price	Extended Monthly Fees
	(1225356541, CPQ-4253855)					
B100124	**Oracle Health FHIR APIs with Bulk Data Access - CommunityWorks - Client**[A] Through 31-Dec-2032	**78.0 mo**	**--**	**2**	**125.00**	**250.00**
B100174	**External Rx History - Acute - Beds**[A] Through 31-Dec-2032	**78.0 mo**	**--**	**268**	**7.2917**	**1,954.17**
B100353	**Oracle Health Direct HISP - Ambulatory - Facilities**[A] Through 31-Dec-2032	**78.0 mo**	**--**	**2**	**31.50**	**63.00**
B100422	**PowerNote Content for Ambulatory - CommunityWorks - Providers** Through 31-Dec-2032	**78.0 mo**	**--**	**139**	**1.9422**	**269.96**
B100429	**GI Management - Endoscopy Procedure Carts** Through 31-Dec-2032	**78.0 mo**	**--**	**3**	**248.0433**	**744.13**
B100499	**Oracle Health Antimicrobial Usage and Resistance Reporting - Admissions** Through 31-Dec-2032	**78.0 mo**	**--**	**10,377**	**0.0127**	**132.24**
B100526	**CAP SNOMED International (III) for Pathology - Facilities** Through 31-Dec-2032	**78.0 mo**	**--**	**2**	**72.22**	**144.44**
B100850	**CPT for Integrated Ambulatory EMR - Beds** [Mfg Part Num: KS-22303] Through 31-Dec-2032	**78.0 mo**	**100015_001**	**268**	**3.8582**	**1,034.00**
B100881	**Intelligent Medical Objects (IMO) - Ambulatory - United States - Providers** [Mfg Part Num: KS-26930_US] Through 31-Dec-2032	**78.0 mo**	**11902_IMO**	**139**	**2.3465**	**326.16**
B101267	**ExitCare - ED (CommunityWorks) - ED Visits** [Mfg Part Num: ER-22196-CW] Through 31-Dec-2032	**78.0 mo**	**3204_EXI**	**81,428**	**0.0105**	**851.12**
B101270	**ExitCare - Inpatient (CommunityWorks) - Admissions** [Mfg Part Num: KS-22194-CW] Through 31-Dec-2032	**78.0 mo**	**3204_EXI**	**10,377**	**0.0067**	**69.18**
B101297	**AORN Syntegrity Content Subscription (CommunityWorks) - Facilities** [Mfg Part Num: SU-22020-CW] Through 31-Dec-2032	**78.0 mo**	**12301_CSC**	**2**	**47.95**	**95.90**
B105928	**Oracle Health CommunityWorks Full Clinical Suite - Operating Expense ($M)** Through 31-Dec-2032	**78.0 mo**	**--**	**323**	**6.7896**	**2,193.05**
B105961	**Oracle Health Oncology - Oncology Providers** Through 31-Dec-2032	**78.0 mo**	**--**	**4**	**833.3333**	**3,333.33**
B105967	**Oracle Health Radiology Information System - Mammography Management for CommunityWorks - Operating Expense ($M)** Through 31-Dec-2032	**78.0 mo**	**--**	**323**	**3.5914**	**1,160.01**
B109376	**Oracle Health CommunityWorks Revenue Cycle Suite Acute - Operating Expense ($M)** Through 31-Dec-2032	**78.0 mo**	**--**	**323**	**5.4034**	**1,745.29**
B100053	**Oracle Health PDMP Support - CommunityWorks - States** Through 31-Dec-2032	**78.0 mo**	**--**	**2**	**85.00**	**170.00**
B100081	**Oracle Health Patient Electronic Signature - Forms** Through 31-Dec-2032	**78.0 mo**	**--**	**190,000**	**0.0202**	**3,830.83**

Part Number	Description	Services Term	Pass-Through Code	Quantity	Unit Net Price	Extended Monthly Fees
	(1225356541, CPQ-4253855)					
B100135	**Oracle Health Electronic Case Reporting CommunityWorks and Ambulatory ASP - Providers**[A] Through 31-Dec-2032	78.0 mo	--	139	3.1135	432.78
B100359	**Oracle Health Immunization Reporting + Query Bundle - CommunityWorks (Up to Quantity) - Beds**[A] Through 31-Dec-2032	78.0 mo	--	250	2.80	700.00
B100418	**Oracle Health Outpatient Physical Rehabilitation - Rehab Outpatient Visits** Through 31-Dec-2032	78.0 mo	--	596	0.0819	48.83
B100423	**Oracle Health Multum Drug Database Patient Specific (Ambulatory) - CommunityWorks - Providers** Through 31-Dec-2032	78.0 mo	--	139	2.3381	325.00
B100452	**Emergency Department Physician Documentation Content for CommunityWorks (Up to Quantity) - ED Visits** Through 31-Dec-2032	78.0 mo	--	999,999,999	0.0001	1,680.00
B100464	**Oracle Health Multum Drug Database Patient Specific - CommunityWorks (Up To Quantity) - Beds** Through 31-Dec-2032	78.0 mo	--	999,999,999	0.0001	260.00
B100479	**Controlled Medical Terminology (CommunityWorks) - Facilities** Through 31-Dec-2032	78.0 mo	--	2	155.00	310.00
B100498	**Oracle Health Infection Control Regulatory Reporting Content for CommunityWorks and Critical Access (Up to Quantity) - Beds** Through 31-Dec-2032	78.0 mo	--	999,999,999	0.0001	170.00
B100529	**Eligible Provider Quality Reporting - CommunityWorks - Physicians**[A] Through 31-Dec-2032	78.0 mo	--	89	5.50	489.50
B100849	**CPT for Clinical EMR - Beds** [Mfg Part Num: KS-22302] Through 31-Dec-2032	78.0 mo	100015_001	268	1.0187	273.00
B101272	**ExitCare - Physician_Ambulatory - Physicians** [Mfg Part Num: KS-22198] Through 31-Dec-2032	78.0 mo	3204_EXI	89	17.7388	1,578.75
B105024	**Controlled Medical Terminology (Ambulatory) - Providers** Through 31-Dec-2032	78.0 mo	--	139	4.0072	557.00
B105929	**Oracle Health CommunityWorks Surgical Suite - Operating Expense ($M)** Through 31-Dec-2032	78.0 mo	--	323	2.1275	687.20
B105932	**Oracle Health CommunityWorks Radiology Suite - Operating Expense ($M)** Through 31-Dec-2032	78.0 mo	--	323	1.161	375.00
B105933	**Oracle Health CommunityWorks Emergency Department Suite - Operating Expense ($M)** Through 31-Dec-2032	78.0 mo	--	323	0.1935	62.51
B105945	**Oracle Health Infection Control for CommunityWorks and Critical Access (Up to Quantity) - Beds** Through 31-Dec-2032	78.0 mo	--	999,999,999	0.0001	50.00
B105946	**Oracle Health Microbiology for CommunityWorks - Operating Expense ($M)**	78.0 mo	--	323	0.3591	115.98

Part Number	Description	Services Term	Pass-Through Code	Quantity	Unit Net Price	Extended Monthly Fees
	(1225356541, CPQ-4253855)					
	Through 31-Dec-2032					
B105948	**Oracle Health Anatomic Pathology for CommunityWorks - Operating Expense ($M)** Through 31-Dec-2032	**78.0 mo**	**--**	**323**	**0.6559**	**211.84**
B105964	**Oracle Health PowerChart Ambulatory - CommunityWorks - Providers** Through 31-Dec-2032	**78.0 mo**	**--**	**139**	**7.1583**	**995.00**
B106236	**Oracle Health Camera Capture - Devices** Through 31-Dec-2032	**78.0 mo**	**--**	**315**	**2.381**	**750.00**
B109125	**Oracle Health CommunityWorks Oracle Health Patient Accounting Ambulatory (FKA RevElate) - Providers** Through 31-Dec-2032	**78.0 mo**	**--**	**139**	**4.3416**	**603.48**
B111789	**Oracle Health ECG Management - ECG Procedures** Through 31-Dec-2032	**78.0 mo**	**--**	**1,000**	**0.0133**	**13.34**
B100036	**Oracle Health Mobile Vitals Collection (Beds) - Beds** Through 31-Dec-2032	**78.0 mo**	**--**	**268**	**5.8769**	**1,575.00**
B100055	**Oracle Health Multimedia Management and Archival - Annual Gigabytes** Through 31-Dec-2032	**78.0 mo**	**--**	**600**	**5.5556**	**3,333.33**
B100058	**Oracle Health EHR Nursing Mobility - Device** Through 31-Dec-2032	**78.0 mo**	**--**	**315**	**10.582**	**3,333.33**
B101635	**Flywire Platform License (up to 500K SMS_mo.) (Up To Quantity) - Net Patient Revenue ($M)** [Mfg Part Num: FLY-611202] Through 31-Dec-2032	**78.0 mo**	**3rd Party**	**1,999**	**0.9667**	**1,932.44**
B103447	**Oracle Health Interface Connection for Shared Domains - Interface Connection** Through 31-Dec-2032	**78.0 mo**	**--**	**7**	**16.2857**	**114.00**
B105926	**Oracle Health 724Access Downtime Viewer for CommunityWorks and Continuum - Beds** Through 31-Dec-2032	**78.0 mo**	**--**	**268**	**2.7015**	**724.00**
B105968	**Oracle Health Acute Case Management - Full Time Equivalents (FTEs)** Through 31-Dec-2032	**78.0 mo**	**--**	**1,981**	**0.59**	**1,168.79**
B105990	**CareSelect Imaging - Integ with CommWx (101-200 beds) - Each** [Mfg Part Num: CARESELECT-CMWx200] Through 31-Dec-2032	**78.0 mo**	**100061_001**	**1**	**2,083.3333**	**2,083.33**
B100017	**Oracle Health Scheduled Video Visits - Providers** Through 31-Dec-2032	**78.0 mo**	**--**	**139**	**18.00**	**2,502.00**
B100175	**Oracle Health Electronic Prior Authorization - Providers^** Through 31-Dec-2032	**78.0 mo**	**--**	**139**	**5.25**	**729.75**
B103446	**Oracle Health Interfaces Connection - Cloud Subscription - Interface Connection** Through 31-Dec-2032	**78.0 mo**	**--**	**7**	**14.8571**	**104.00**
B105918	**Oracle Health Milk Management Training Database - Production Environments** Through 31-Dec-2032	**78.0 mo**	**--**	**1**	**142.8746**	**142.87**
B105920	**Oracle Health Pharmacy Clinical Surveillance - Admissions**	**78.0 mo**	**--**	**10,377**	**0.0093**	**96.11**

Part Number	Description	Services Term	Pass-Through Code	Quantity	Unit Net Price	Extended Monthly Fees
	(1225356541, CPQ-4253855)					
	Through 31-Dec-2032					
B105925	**Oracle Health Transfusion Administration for Millennium - Beds** Through 31-Dec-2032	**78.0 mo**	**--**	**268**	**5.2538**	**1,408.02**
B105927	**Oracle Health Instant Access for CommunityWorks - Users** Through 31-Dec-2032	**78.0 mo**	**--**	**275**	**0.8727**	**240.00**
B105965	**Oracle Health Practice Management Registration and Scheduling - Providers** Through 31-Dec-2032	**78.0 mo**	**--**	**139**	**4.3417**	**603.49**
B105969	**Oracle Health Anesthesia for CommunityWorks - Operating Expense ($M)** Through 31-Dec-2032	**78.0 mo**	**--**	**323**	**1.1238**	**362.99**
B105971	**Oracle Health Surgical and Endoscopic Imaging for CommunityWorks - Endoscopy Procedure Carts** Through 31-Dec-2032	**78.0 mo**	**--**	**3**	**20.7833**	**62.35**
B105972	**Oracle Health Maternity - Ambulatory - Providers** Through 31-Dec-2032	**78.0 mo**	**--**	**139**	**0.6593**	**91.64**
B105973	**Oracle Health Maternity for Acute - Births** Through 31-Dec-2032	**78.0 mo**	**--**	**1,833**	**1.0623**	**1,947.12**
B105974	**FetaLink (Births) - Births** Through 31-Dec-2032	**78.0 mo**	**--**	**1,833**	**1.0573**	**1,938.12**
B108003	**Oracle Health Milk Management Outbound Interface for CommunityWorks - Domain** Through 31-Dec-2032	**78.0 mo**	**--**	**1**	**19.41**	**19.41**
B100880	**Intelligent Medical Objects (IMO) - Acute Care (Up To Quantity) - United States - Admissions** [Mfg Part Num: KS-26925_US] Through 31-Dec-2032	**78.0 mo**	**11902_IMO**	**12,000**	**0.1846**	**2,215.50**
B100094	**Unified Consumer Communications (Up to Quantity) - Admissions and Outpatient Visits** [Mfg Part Num: PY-10322C] Through 31-Dec-2032	**78.0 mo**	**100109_001**	**499,999**	**0.0095**	**4,740.00**
B109497	**Oracle Health Real-World Data - Contributor - Client** Through 31-Dec-2032	**78.0 mo**	**--**	**2**	**0.0**	**0.00**
B100138	**Oracle Health Seamless Exchange (Up to Quantity) - Admissions and Outpatient Visits**[^] Through 31-Dec-2032	**78.0 mo**	**--**	**1,000,000**	**0.0**	**0.00**
B111381	**Oracle Health Connection Hub for Providers Cloud Service - Client** Through 31-Dec-2032	**78.0 mo**	**--**	**2**	**0.0**	**0.00**
B101934	**Advanced Capture Concurrent Full User - EACH** [Mfg Part Num: CER-TA-CUSR01-001F-SCS] Through 31-Dec-2032	**78.0 mo**	**3rd Party**	**7**	**196.1971**	**1,373.38**
B101935	**Advanced Capture Imaging Volume - 10K - EACH** [Mfg Part Num: CER-TA-YVOL02-010K-SCS] Through 31-Dec-2032	**78.0 mo**	**3rd Party**	**100**	**13.60**	**1,360.00**
					Subtotal	**103,626.28**

Part Number	Description	Services Term	Pass-Through Code	Quantity	Unit Net Price	Extended Monthly Fees
	(1225356631, CPQ-4308630)					
B100827	**Payer Alerts (10 Authorized Users) (Up To Quantity) - Annual Encounters** [Mfg Part Num: 07643328] Through 30-Jun-2029	36.0 mo	3rd Party	450,000	0.0015	670.00
B100986	**Experian Integrated Eligibility (Up To Quantity) - Annual Encounters** [Mfg Part Num: EXP-102219-001] Through 30-Jun-2029	36.0 mo	3rd Party	450,000	0.0067	3,000.00
B101061	**Patient Financial Clearance, CommunityWorks - Client** [Mfg Part Num: EXP-0924209] Through 30-Jun-2029	36.0 mo	59820_EXP	2	187.0001	374.00
B101062	**eCare NEXT Document Imaging, CommunityWorks - Interface** [Mfg Part Num: EXP-0924211] Through 30-Jun-2029	36.0 mo	3rd Party	7	38.00	266.00
B101063	**Patient Estimates Document Imaging, CommunityWorks - Interface** [Mfg Part Num: EXP-0924214] Through 30-Jun-2029	36.0 mo	3rd Party	7	19.2857	135.00
B101064	**Passport Authorizations Reconciliation CommunityWorks - Client** [Mfg Part Num: EXP-0924217] Through 30-Jun-2029	36.0 mo	3rd Party	2	1,348.50	2,697.00
B101067	**eCare NEXT Add Cerner HL7 Interface, CommunityWorks - Interface** [Mfg Part Num: EXP-0924223] Through 30-Jun-2029	36.0 mo	3rd Party	7	53.2857	373.00
B101095	**Authorizations Document Imaging, CommunityWorks - Interface** [Mfg Part Num: EXP-1016214] Through 30-Jun-2029	36.0 mo	3rd Party	7	27.00	189.00
B101706	**Payment Fusion Software License Fee - Device** [Mfg Part Num: RC-317201] Through 30-Jun-2029	36.0 mo	100063_001	315	2.1429	675.00
B101707	**Payment Fusion Gateway License Fee - Submitter IDs** [Mfg Part Num: RC-317202] Through 30-Jun-2029	36.0 mo	100063_001	4	40.7177	162.87
					Subtotal	**8,541.87**

Part Number	Description	Services Term	Pass-Through Code	Quantity	Unit Net Price	Extended Monthly Fees
	(1225356632, CPQ-4308639)					
B109599	**Oracle Health EHR Physician Mobility - Active Users** Through 30-Jun-2027	12.0 mo	--	63	28.5714	1,800.00
B112052	**Enhanced Medical Necessity Content for Ambulatory Care - Provider** [Mfg Part Num: CP-20806] Through 30-Jun-2027	12.0 mo	1001_3MR	139	6.2878	874.00
B112054	**Enhanced Medical Necessity Content for Acute Care - Bed** [Mfg Part Num: CP-20811] Through 30-Jun-2027	12.0 mo	1001_3MR	268	2.9776	798.00
B101398	**Dragon Medical One, Term, User License - Users** [Mfg Part Num: DMONE-TERM]	12.0 mo	100125_002	275	0.65	178.75

Part Number	Description	Services Term	Pass-Through Code	Quantity	Unit Net Price	Extended Monthly Fees
			(1225356631, CPQ-4308630)			
	Through 30-Jun-2027					
B101404	**PowerMic Mobile User License - Users** [Mfg Part Num: PMOBILE-TERM] Through 30-Jun-2027	**12.0 mo**	**100124_002**	**275**	**0.20**	**55.00**
B101702	**PMMobile, Hosted Service, ED Adm Encs,Unlimited User - ED Visits** [Mfg Part Num: PMOBILE-ED-TERM] Through 30-Jun-2027	**12.0 mo**	**58750_NUA**	**81,428**	**0.0001**	**14.90**
B101704	**PMMobile, Hosted Service, IP Adm Encs,Unlimited User - Admissions** [Mfg Part Num: PMOBILE-IP-TERM] Through 30-Jun-2027	**12.0 mo**	**58750_NUA**	**10,377**	**0.0.00097499**	**10.12**
B101705	**PMMobile, Hosted Service, OP Adm Encs,Unlimited User - Outpatient Visits** [Mfg Part Num: PMOBILE-OP-TERM] Through 30-Jun-2027	**12.0 mo**	**58750_NUA**	**107,982**	**0.0001**	**10.80**
B101715	**DMOne, Hosted Service, Term, Emergency Visits, Licen - Encounters** [Mfg Part Num: DMOED-TERM] Through 30-Jun-2027	**12.0 mo**	**58730_NUA**	**81,428**	**0.0008**	**67.83**
B101717	**DMOne, Hosted, Term, Inpatient Admissions, License - Encounters** [Mfg Part Num: DMOIP-TERM] Through 30-Jun-2027	**12.0 mo**	**58730_NUA**	**10,377**	**0.0044**	**45.84**
B101719	**DMOne, Hosted Service, Term, Outpatient Visits, Lice - Encounters** [Mfg Part Num: DMOOP-TERM] Through 30-Jun-2027	**12.0 mo**	**58730_NUA**	**107,982**	**0.0004**	**50.10**
					Subtotal	**3,905.34**

Part Number	Description	Services Term	Pass-Through Code	Quantity	Unit Net Price	Extended Monthly Fees
			(1225356539, CPQ-4322090)			
B110452	**Oracle Health AI Data Platform for Providers - Named Member** Through 31-Dec-2032	**78.0 mo**	**--**	**150,000**	**0.1111**	**16,666.67**
B110453	**Oracle Health Quality Management for Providers - Named Member** Through 31-Dec-2032	**78.0 mo**	**--**	**150,000**	**0.1111**	**16,666.67**
B110454	**Oracle Health Care Coordination Intelligence for Providers - Named Member** Through 31-Dec-2032	**78.0 mo**	**--**	**150,000**	**0.1111**	**16,666.67**
					Subtotal	**50,000.00**

Transaction Services - Annual Usage Period

Part Number	Description	Services Term	Pass-Through Code	Quantity (per yr)	Unit Net Price	Overage / Usage Fees	Extended Net Fees	Extended Annual Fees
			(1225356541, CPQ-4253855)					
B102307	**ePayments Plus - Patient Payments** (Annually starting 1-Jul-2026[B]) Through 30-Jun-2027	**12.0 mo**	**--**	**12,780**	**0.51**	**0.51**	**--**	**6,517.80**
B102307	Additional Annual Period (Annually starting 1-Jul-2027[B]) Through 30-Jun-2028	17.0 mo	--	25,560	0.47	0.47	--	12,013.20
B102307	Initial Partial Period (1-Jul-2032 - 31-Dec-2032[B]) Through 31-Dec-2032	6.0 mo	--	25,560	0.47	0.47	--	12,013.20
						Subtotal	**0.00**	**6,517.80[F]**

Transaction Services - Monthly Usage Period

Part Number	Description	Services Term	Pass-Through Code	Quantity (per mo)	Unit Net Price	Overage / Usage Fees	Extended Monthly Fees
			(1225356541, CPQ-4253855)				
B102183	**Flywire Patient Statements - Patient Statements** [Mfg Part Num: FLY-611203-MIN] Through 31-Dec-2032	**78.0 mo**	**3rd Party**	**4,900**	**0.1224**	**0.1224**	**600.00**
B102184	Additional Pages - Patient Statements Additional Pages [Mfg Part Num: FLY-6112031-BILL] Through 31-Dec-2032	--	3rd Party	--	--	0.20	--
B102185	NCOA Check - Change of Address Updates [Mfg Part Num: FLY-6112032-BILL] Through 31-Dec-2032	--	3rd Party	--	--	0.20	--
B102186	IMB Real-Time Tracking and Reporting - Statement Reporting [Mfg Part Num: FLY-6112033-BILL] Through 31-Dec-2032	--	3rd Party	--	--	0.06	--
B102187	Return Mail Handling with Skip Tracing - Return Mail Handled [Mfg Part Num: FLY-6112035-BILL] Through 31-Dec-2032	--	3rd Party	--	--	1.50	--
B102188	Postage - Patient Statement Postage [Mfg Part Num: FLY-6112036-BILL] Through 31-Dec-2032	--	3rd Party	--	--	1.00	--
B102195	Dynamic Envelope Messaging - Statement Envelope Message [Mfg Part Num: FLY-6112034-BILL] Through 31-Dec-2032	--	3rd Party	--	--	0.06	--
B102196	Text messaging - Text Messages [Mfg Part Num: FLY-6112037-BILL] Through 31-Dec-2032	--	3rd Party	--	--	0.04	--
B102197	**Flywire Patient Payments - Percentage of Net Receipts** [Mfg Part Num: FLY-611205-BILL] Through 31-Dec-2032	**78.0 mo**	**3rd Party**	**0**	**--**	**1.5%**	**0.00**

Part Number	Description	Services Term	Pass-Through Code	Quantity (per mo)	Unit Net Price	Overage / Usage Fees	Extended Monthly Fees
		(1225356541, CPQ-4253855)					
						Subtotal	600.00

Transaction Services - Monthly Usage Period

Part Number	Description	Services Term	Pass-Through Code	Quantity (per mo)	Unit Net Price	Overage / Usage Fees	Extended Monthly Fees
		(1225356631, CPQ-4308630)					
B101312	**Coverage Discovery - Coverage Discovery Transactions** [Mfg Part Num: 07642098-MIN] Through 30-Jun-2029	**36.0 mo**	**3rd Party**	**500**	**1.9388**	**1.9388**	**969.40**
B101313	**Patient Financial Clearance with Propensity to Pay - Credit Search** [Mfg Part Num: 07642114-MIN] Through 30-Jun-2029	**36.0 mo**	**3rd Party**	**3,100**	**0.81**	**0.81**	**2,511.00**
						Subtotal	3,480.40

Sublicensed Software and Sublicensed Software Support

Part Number	Description	Services Term	Pass-Through Code	Quantity	Unit Net Price	Extended Net Fees	Annual Fees
		(1225356541, CPQ-4253855)					
L121189	**HemaTrax LPS ISBT-128 TCP IP Print Server First Licens - Each Perpetual** [Mfg Part Num: HT-UNITY]	**--**	**3rd Party**	**1**	**0.0**	**0.00**	**--**
B99085	Digitrax 8X5 M-F Phone Support	12 mo	--	--	--	--	1,500.00
					Subtotal	0.00	1,500.00

Application Management Services

Part Number	Description	Services Term	Service Descriptions	Pass-Through Code	Quantity	Unit Net Price	Extended Monthly Fees
		(1225356541, CPQ-4253855)					
B106035	**Oracle Health AMS** Through 31-Dec-2032	**78.0 mo**	**Attached**	**--**	**1**	**47,494.33**	**47,494.33**
B102124	**Oracle Health Mobility Managed Services for Shared Devices - Device** Through 31-Dec-2032	**78.0 mo**	**Attached**	**--**	**315**	**8.0001**	**2,520.00**
						Subtotal	50,014.33

Managed Services

Part Number	Description	Services Term	Service Descriptions	Pass-Through Code	Quantity	Unit Net Price	Extended Monthly Fees
		(1225356541, CPQ-4253855)					
B102136	**Remote Hosting (Recurring Fees)** Through 31-Dec-2032	**78.0 mo**	**Attached**	**--**	**1**	**94,566.4783**	**94,566.48**
						Subtotal	94,566.48

Cloud Services

Part Number	Description	Data Center Region	Services Period	Quantity	Unit Net Price	Extended Net Fees
		(1225356541, CPQ-4253855)				
B112174	**Oracle Health Ambulatory AI Application Suite EHR Cloud Service - Multi-tenant - Provider** Through 31-Dec-2032	North America - US	78.0 mo	139	0.0	0.00
					Subtotal	0.00

Part Number	Description	Data Center Region	Services Period	Quantity	Unit Net Price	Extended Net Fees
		(1225356632, CPQ-4308639)				
B112226	**Oracle Health AI Agent Cloud Service, Enterprise Suite - 10,000 AI Units** Through 30-Jun-2027	North America - US	12.0 mo	15	2777.7777777	500,000.00
					Subtotal	500,000.00

Part Number	Description	Data Center Region	Services Period	Quantity	Unit Net Price	Extended Net Fees
		(1225356540, CPQ-4308628)				
B113059	**Oracle Health Patient Portal Cloud Service - Patient Visits** Through 31-Dec-2032	North America - US	78.0 mo	21,511	0.4796752	804,826.87
					Subtotal	804,826.87

Professional Services

Professional Services - Fixed Price (1225390101, CPQ-4215601)

Part Number	Description	Service Descriptions	Pass-Through Code	Net Fees
--	**Oracle Health Professional Services -- Fixed Price**	Attached	--	2,617,365.74
B104055	**Flywire Platform Implementation** [Mfg Part Num: FLY-611201]	Attached	3rd Party	0.00
B104327	**Payment Fusion Payment Terminal Implementation - Devices** [Mfg Part Num: RC-317203]	Attached	100063_001	525.00
B104326	**Payment Fusion Merchant ID Implementation - Submitter IDs** [Mfg Part Num: RC-317204]	Attached	100063_001	525.00
			Subtotal	2,618,415.74

Professional Services - Time and Materials (1225390101, CPQ-4215601)

Part Number	Description / Role	Service Descriptions	Hourly Rate	Estimated Fees
--	**Professional Services -- Time and Materials (estimated)**	Attached	--	1,143.38
B104444	Principal Consultant - per Hour	--	25.99	--
			Subtotal	1,143.38

Professional Services - Estimated Expenses (1225390101, CPQ-4215601)

Part Number	Description	Estimated Fees
B102173	Oracle Health Travel and Expenses for Commercial Estimate - Each	200,000.00
	Subtotal	200,000.00

Permitted Facilities

Name	Street Address	City
Imperial Valley Healthcare District	601 Heber Ave	Calexico, CA, 92231 US
El Centro Regional Medical Center	1415 Ross Avenue	El Centro, CA, 92243 US
Pioneers Memorial Healthcare District	207 W Legion Rd	Brawley, CA, 92227 US

Footnotes

A - This is an Interoperability Element subject to the 21st Century Cures Act. All available discounts have been applied.
B - A "partial period" was added to the beginning of this annual subscription to create alignment with your existing subscription end dates. The Billing Frequency for this "partial period" is the same as for the other Transaction Services in the table.
C - The quantity and price for the "partial period" are fixed regardless of any change in the period duration.
F - Subtotal includes annual fees for the initial annual period only. Annual Fees may differ due to varying fees for the same services across time periods. Refer to the corresponding table in the Ordered Items section of this document for fees per period.

A. Terms of Your Order

1. Applicable Agreement

a. This order incorporates by reference the terms of the Cerner Business Agreement- LA-0000077901 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. The Oracle entity entering into this order may be referred to as "Oracle", "we", "us", or "our". We may refer to Client or Customer as "You".

Oracle is the successor in interest to Cerner and has assumed all rights and obligations under the Agreement. All references to Cerner shall mean the Oracle entity entering into this order with 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.

3. Terms Applicable to Ordered Items

a. **Scope of Use.**

You will use the Ordered Items in this order in accordance with the Documentation and the Intended Purpose (if applicable) and subject to the quantity of the item specified in the Ordered Items table(s) above. This order incorporates by reference the scope of use metric, definition, and any rules applicable to the Ordered Item as described in the Oracle Health Definitions and Rules Booklet v091526 which may be viewed at https://www.oracle.com/contracts on the Oracle Health tab. "Intended Purpose" means the intended purpose or intended use of the Licensed Software, Recurring Service or Transaction Service, as applicable, as described in the Documentation.

If the quantity of an Ordered Item is exceeded, Oracle may require a new order to reflect the additional quantity of the Ordered Item.

Where applicable, scope of use will be measured periodically by Oracle'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), You will provide the relevant information (including records to verify the information) to Oracle at least once per year. You agree that if an event occurs that will affect Your scope of use (such as the acquisition of a new hospital or other new facility), You will notify Oracle in writing of such event no later than 30 days following the effective date of such event so that Your scope of use can be reviewed. Any additional fees due under this section will be payable within 30 days following Your 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 provisions of this section apply to all Ordered Item(s) other than those identified in the Cloud Services table above.

b. **Solution Descriptions.**

Solution Descriptions applicable to each Ordered Item identified as Licensed Software, Recurring Services or Transaction Services in the table(s) above are available on https://www.oracle.com/contracts on the Oracle Health tab. The Solution Description is identifiable by the Part Number in the table(s) above. These Solution Descriptions are incorporated into this order by reference.

c. **Third-Party Offerings.**

Certain products and services are provided by third-party suppliers (the "Third-Party Offerings"). Third-Party Offerings You have ordered, if any, are identified with information in the Pass-Through Code column in the Ordered Items table(s) above. For Third-Party Offerings with alphanumerical codes in the Pass-Through Code column, additional terms required by the third-party supplier that apply to such Third Party Offerings are available at https://www.oracle.com/contracts on the Oracle Health tab and are incorporated into this order by reference. For Third-Party Offerings with "3rd Party" in the Pass-Through Code column, no additional terms are required by the third-party supplier.

There are no indemnities, or express or implied warranties or conditions, offered or made by Oracle for Third-Party Offerings. Content Oracle makes accessible through Third-Party Offerings is provided on an "as-is" and "as available" basis without any warranty of any kind. Oracle disclaims all liabilities arising from or related to Third-Party Offerings.

The provisions of this section apply to all Ordered Item(s) other than those identified in the Cloud Services table above.

4. Recurring Services

a. 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 https://www.oracle.com/contracts on the Oracle Health tab and are incorporated into this order by reference.

b. The services term for all Ordered Items identified as Recurring Services in the table(s) above begins as set forth in the Billing Frequency table above.

5. Transaction Services

a. The terms in this section apply to the Ordered Items identified as Transaction Services in the table(s) above. If there is a conflict between these terms and conditions and those in the Agreement, these "Transaction Services Terms" will control with respect to the Transaction Services.

(i) **Transaction Services Term.** The services term for all Transaction Services begins as set forth in the Billing Frequency table above.

(ii) **Your Obligations.** You agree to execute all documents and comply with all applicable procedures, rules and regulations which Oracle, the applicable Payer, clearinghouses, insurance carriers, or other third parties, or applicable law, rule or regulations may reasonably require in relation to the Transactions Services including without limitation, Centers for Medicare & Medicaid Services (CMS) HIPAA Eligibility Transaction System (HETS) Rules of Behavior (if applicable to You), rules governing record retention, non-discrimination, error resolution, obtaining patient's consent and/or authorization for the transmission of patient data. You agree to provide all supporting documents requested by Oracle to comply with the foregoing. You agree to indemnify, and hold Oracle harmless from any and all claims, demands, damages, action, causes of action, liens, claims of liens, costs, losses and expenses including attorney's fees, of any nature arising out of or relating in any way to Your failure to comply with the requirements of this order.

You grant Oracle the right to submit electronic Transactions and/or sign hard copy (paper) Transactions on Your behalf to third-party payers or processors. Including but not limited to commercial insurers, Medicare, Medicaid, and government agencies and where appropriate, agencies or carriers covering work-related accident or illness benefits where Your signature is required for Transaction processing. You acknowledge that Oracle is not responsible for the content or adjudication of any Medicare, Medicaid, work related accident or illness claim or other insurance claims and You retain all liability on such claims and agree to indemnify and hold Oracle harmless on account of all such claims, including the reconciliation or adjustment of any claim.

You guarantee that all transactions submitted to the Transaction Services by You will be on behalf of physicians or suppliers that have executed appropriate written authorizations for such submission and a true copy of such authorization will be furnished to Oracle upon request.

(iii) **Eligibility Transactions.** Oracle is required to pass on and/or obtain the following convenances from You to the extent applicable: (a) access to eligibility information shall be restricted to the sole purpose of verification of eligibility where the recipient has requested medical services; (b) verification of eligibility under the system is not a guarantee of payment and the records as to the recipient's eligibility status shall be the final authority; (c) as to eligibility information, You agree to indemnify and hold harmless the applicable State, its agents and employees, from any and all claims to the extent required by Oracle's suppliers' contracts with State agencies, or any Medicaid recipient who is aggrieved by the actions of Oracle hereunder; and (d) You agree to abide by Federal and State law, rules and regulations regarding confidentiality of information.

6. Sublicensed Software and Sublicensed Software Support

a. Ordered Items in the Sublicensed Software and Sublicensed Software Support table(s) above are Third-Party Offerings and will be provided in accordance with the Third-Party Offerings section above. For Sublicensed Software identified with "3rd Party" in the Pass-Through Code column, Oracle grants You a non-exclusive, non-assignable, non-transferable, royalty-free, limited right to use the Sublicensed Software and receive any Sublicensed Software Support for Your business operations, subject to the terms of the Agreement, including the Scope of Use section of this order.

7. Application Management Services

a. The services term for all Ordered Items identified as Application Management Services in the table(s) above begins as set forth in the Billing Frequency table above.

b. Service descriptions applicable to each Ordered Item identified as Application Management Services in the table(s) above may be found as an attachment to this order (where identified as "Attached" in the Application Management Services table(s)). These service descriptions are incorporated into this order by reference.

8. Managed Services

a. The services term for all Ordered items identified as Managed Services in the table(s) above begins as set forth in the Billing Frequency table above.

b. Service Descriptions applicable to each Ordered Item identified as Managed Services in the table(s) above may be found as an attachment to this order (where identified as "Attached" in the Managed Services table(s)). These Service Descriptions are incorporated into this order by reference.

9. Cloud Services

a. This section applies to the Ordered Item(s) identified in the Cloud Services table above or as otherwise noted. These Cloud Services are also governed by the Cloud Addendum to Your Agreement. References to "Ordered Item(s)" in this section refer only to the Ordered Items identified in the Cloud Services table above or as otherwise noted.

b. For purposes of "Cloud Services", the "Term" set forth in the Cloud Services Ordered Item(s) table above has the same meaning as "Services Period" as defined in the Cloud Addendum. The Services Period for the Cloud Services begins as set forth in the Billing Frequency table above (also referred to as the "Cloud Services Start Date" in the Cloud Addendum to Your Agreement).

c. The Service Specifications, as defined in the Cloud Addendum to Your Agreement, applicable to the Cloud Services ordered may be accessed at https://www.oracle.com/contracts on the Oracle Health tab. You may register to receive notice of updates to the Oracle Cloud Hosting and Delivery Policies and the Cloud Services service descriptions (and certain other Service Specifications made available by Oracle) at https://www.oracle.com/contracts on the Oracle Health tab.

d. You will use the Ordered Items in this order in accordance with the Program Documentation (as defined in the Cloud Addendum to Your Agreement) and subject to the quantity of the item specified in the Ordered Items table(s) above. This order incorporates by reference the usage limits applicable to the Ordered Item as described in the Service Specifications for the applicable Cloud Services which may be viewed at https://www.oracle.com/contracts on the Oracle Health tab.

e. If the quantity of an Ordered Item is exceeded, Oracle may require a new order to reflect the additional quantity of the Ordered Item.

f. Where applicable, usage limits will be measured periodically by Oracle'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), You will provide the relevant information (including records to verify the information) to Oracle at least once per year. You agree that if an event occurs that will affect Your usage limits (such as the acquisition of a new hospital or other new facility), You will notify Oracle in writing of such event no later than 30 days following the effective date of such event so that Your

usage limits can be reviewed. Any additional fees due under this section will be payable within 30 days following Your 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).

10. Professional Services

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

The Oracle Health Professional Services Delivery Policies ("Health PSDP") available at https://www.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 https://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 Expenses.**

Fees identified in this order as "Professional Services -- Estimated Expenses" are estimates related to the performance of Professional Services on-site at one of Your Permitted Facilities, intended only to be for Your budgeting purposes, and may exceed the estimated totals; these estimates do not include taxes. Actual expenses shall be invoiced as incurred, in accordance with the Billing Frequency table. Once fees for expenses reach the estimate, Oracle will work with You to amend this order.

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.

e. **Estimated Fees.**

Fees for Professional Services identified in this order as "Professional Services -- Time and Materials" 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 and taxes. 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.

f. **Estimated Expenses.**

Professional Services will be performed on-site at one of Your Permitted Facilities. Travel and Expenses-Fixed fees identified in this order are based on travel requirements as of the date of this order. Should additional travel requirements arise, Oracle will work with You to amend this order for additional travel expenses.

11. Permitted Facilities

a. 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.

12. 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.

13. Effective Date

a. If accepting this order online, the effective date of this order is the date You submit the order. Otherwise, the effective date is the last signed date stated below.

14. Offer Validity

a. This offer is valid through 30-Nov-2026 and shall become binding upon execution by You and acceptance by Oracle.

B. Additional Order Terms

1. Linking Language

You acknowledge and agree that the terms and conditions of this document are contingent upon the simultaneous execution of the Assignment Letter, the Cloud Addendum to the Cerner Business Agreement, and Cerner Business Agreement Amendment One between the parties (the “Contingent Document(s)”). If the parties do not simultaneously execute the Contingent Document(s) with this document, then this document shall be deemed to have no legal effect, even if executed.

2. Oracle Health Real World Data

Oracle Health Real World Data is provided to You in accordance with the Agreement referenced above including the Oracle Health Real World Data Schedule.

a. **Oracle Tasks and Activities.** Oracle will deliver Oracle Health Real World Data, as specified in this order, loaded into a community, multi-tenant, shared environment designated by Oracle (the "Environment"). The Oracle Health Real World Data ordered will be loaded into the Environment and refreshed by Oracle on a periodic basis.

b. **Client Scope of Use.** Client is authorized to use the following up to the limits specified below:

• Users -- Total number of users with a unique login ID: 3 users

• Usage -- Total number of hours per week for all users: 40 hours per week

• Storage -- Total data storage (gigabytes): 13,000 GB

c. Prior to Your use of the Oracle Health Real World Data, You and Oracle will review estimated use and discuss the process Oracle will use to calculate total usage by all Users. You understand that Oracle will use this process to estimate when You have reached the maximum usage for any given week and will discontinue Your access to Services for the remainder of the week.

d. **Solution Descriptions.** The following applies if you purchase Real World Data -- Contributor:

Real World Data / Oracle Health Real-World Data ("OHRWD") is Oracle's national de-identified, aggregated clinical research database. Usage limits (also known as "Scope of Use") are as specified in your order. For Learning Health Network (LHN) members, Oracle will extract data from the contributing LHN member into OHRWD. The OHRWD dataset will be made available and updated in a community, multi-tenant research environment as defined by the Agreement and/or this order. For LHN members, the following pre-requisites apply:

• Must have an active LHN membership

• Must be a data contributor to the OHRWD

e. **Termination.** If either party chooses to exercise its right to terminate the Oracle Health Real World Data Schedule, as set out in the Oracle Health Real World Data Schedule, then each party's rights and obligations related to the Oracle Health Real-World Data - Contributor -- Client (Part Number B109497) Services, including Your right to use such Services, shall also terminate simultaneously with the effective date of termination of the Schedule, provided that any rights or obligations of a party that are intended to survive beyond termination shall survive.

3. Connection Hub for Providers

a. Cloud Services. These additional order terms apply to the Oracle Health Connection Hub for Providers in Your order (the "Hub Services").

b. Hub Services Term. The Hub Services begin on the date that You are issued access that enables You to activate Your Hub Services and continue for the term set forth in the applicable Ordered Items table above.

c. Hub Data Sharing. The Hub Services enable You to exchange clinical and financial data with third parties to facilitate support of Your patients' end-to-end relationship with You. You may authorize the exchange of data with (i) other connected providers; (ii) payors; (iii) clearing houses; (iv) government agencies; and/or (v) other parties as made available to You in the Hub Services. Each data exchange selected and authorized by Your Connection Hub Services Manager(s) (as defined in the Solution Description) is subject to the terms applicable to the specific data exchange in the Solution Description and as set forth in Your order for cloud services governing the specific data exchange, if any. The terms applicable to data exchanges are available at https://www.oracle.com/contracts on the Oracle Health tab in the Hub Services Solution Description. The Solution Description, including the terms applicable to each data exchange and any applicable third party terms, are subject to change.

d. Availability of Exchange. Availability of the Hub Services or a data exchange enabled through the Hub Services, including unavailability of the Hub Services or any data exchange, may change during the Term, and You will not be entitled to any refund, credit or other compensation due to any such changes in availability.

e. Information Management Tool. You acknowledge and agree that (a) the Hub Services are administrative information management tools which contemplate and require the involvement of professional personnel, including medical personnel; (b) the Hub Services and the information generated by the Hub Services (i) are not designed or intended to be a substitute for professional medical advice, diagnosis, treatment or judgment of a clinician or other professional medical personnel; and (ii) should never solely inform a clinical treatment decision, including a decision to delay treatment; and (c) the Hub 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.

f. Consents, Compliance and Regulations. You are responsible for providing any legally required notices or obtaining any legally required consents, authorizations or notices related to use of the Hub Services, including all appropriate and necessary consents and authorizations to enable the use and sharing of data as set forth under this order, including use and sharing by Permitted Facilities or other entities receiving access to the Hub Services or data. You understand that You are responsible for using the Hub Services in compliance with all applicable laws, rules, and regulations, including, but not limited to, laws governing the use and disclosure of protected health information. You shall perform whatever tests and reviews are necessary to verify and certify that the Hub Services (i) comply with all governmental, accrediting, and professional regulatory requirements which are applicable to use of the Hub Services in the applicable environment, including any necessary User training; and (ii) meet Your technical, business and regulatory requirements under applicable law.

In the event of a material change to laws or regulations applicable to the Hub Services that affects Oracle's ability to perform under this order, if necessary, the parties will negotiate in good faith to determine an appropriate course of action, which may include amending this order to fully comply with such law or regulation.

g. Data. The parties agree and acknowledge that with respect to data processed via the Hub Services, Oracle may transmit or route data through regions outside the United States subject to the requirement that all data transmitted will be encrypted. The parties further agree and acknowledge that with respect to data processed via the Hub Services, Oracle may de-identify PHI in accordance with the standards set forth in 45 C.F.R. § 164.514(b) and may use or disclose such data for Service Analyses purposes, provided however, that Oracle will not attempt to re-identify such data. The foregoing statements are intended to amend and supersede any conflicting terms in the Business Associate Agreement and the referenced master agreement executed by the parties, provided that such amendment only applies to the data processed via the Hub Services.

Oracle may (a) compile statistical and other information related to the performance, operation, and use of the Hub Services, and (b) use data from the Hub Services in aggregated form for security and operations management, to create statistical analyses, and for research and development purposes (above clauses (a) and (b) are collectively referred to as "Service Analyses"). Service Analyses will not contain Your PHI or personal information. Oracle retains all intellectual property rights in Service Analyses.

h. Artificial Intelligence (AI) Functionality. The Hub Services may involve the use of AI Functionality in the Hub Services. The Oracle Artificial Intelligence Terms ("AI Terms") apply to such AI Functionality and remain subject to update. A current version of the AI Terms is available at

https://www.oracle.com/contracts. AI Functionality is a complementary administrative resource for You, Your clinicians and other medical personnel. You agree that You will not rely on any Output as a sole source of truthful or accurate information, or as a substitute for any medical or professional advice. You agree that You will train and educate all persons who interact with the Hub Services to understand that the AI Functionality and the Output in the Hub Services cannot be solely relied upon by clinicians or other medical personnel in treating patients. Capitalized terms used, but not defined, in this section will have the meaning attributed to them in the AI Terms.

d. **Patient Portal Cloud Services**

a. Cloud Services. These additional order terms apply to the Oracle Health Patient Portal Cloud Services in Your order (the "Patient Portal Services").

b. Patient Portal Services Term. The Patient Portal Services begin on the date that You are issued access that enables You to activate Your Patient Portal Services and continue for the term set forth in the applicable Ordered Items table above.

c. Patient User Terms. You understand and agree that patient Users will be required to register to be able to access the Patient Portal Services and by registering, patient Users will be required to accept terms of use and security and privacy policies related to their access to the Patient Portal Services (collectively, the "Terms"), as may be modified from time to time. You are fully and solely responsible for creating and maintaining these Terms. All such Terms shall be between patient User and You; there are no third-party beneficiaries of this order. You warrant that all such Terms will accurately represent how the Patient Portal Services are provided by Oracle to You. In addition, and at a minimum, the Terms shall: (i) require that patient Users may only use the Patient Portal Services exclusively as an administrative informational tool in accordance with the "Information Management Tool" section of these additional order terms; (ii) inform patient Users that the Patient Portal Services use AI and the AI output cannot be relied upon as a sole source of truthful or accurate information, or as a substitute for any medical or professional advice; (iii) require that patient Users may not reproduce or distribute the Patient Portal Services, or portions thereof, for any commercial or other purpose; (iv) require that a patient User's account may be terminated or suspended due to a patient User's actual or suspected unauthorized, unlawful or otherwise objectionable use of the Patient Portal Services; (v) disclaim all warranties on Oracle's behalf; (vi) disclaim all liability, of any kind or nature, of Oracle; and (vii) provide for any other matters that Oracle may reasonably require from time to time.

d. Information Management Tool. You acknowledge and agree that (a) the Patient Portal Services are administrative information management tools which contemplate and require the involvement of professional personnel, including medical personnel; (b) the Patient Portal Services and the information generated by the Patient Portal Services (i) are not designed or intended to be a substitute for professional medical advice, diagnosis, treatment or judgment of a clinician or other professional medical personnel; and (ii) should never solely inform a clinical treatment decision, including a decision to delay treatment; and (c) the Patient Portal 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.

e. Consents, Compliance and Regulations. You are responsible for providing any legally required notices or obtaining any legally required consents, authorizations or notices related to use of the Patient Portal Services, including all appropriate and necessary consents and authorizations to enable the use and sharing of data as set forth under this order, including use and sharing by Permitted Facilities or other entities receiving access to the Patient Portal Services or data. You understand that You are responsible for using the Patient Portal Services in compliance with all applicable laws, rules, and regulations, including, but not limited to, laws governing the use and disclosure of protected health information. You shall perform whatever tests and reviews are necessary to verify and certify that the Patient Portal Services (i) comply with all governmental, accrediting, and professional regulatory requirements which are applicable to use of the Patient Portal Services in the applicable environment, including any necessary User training; and (ii) meet Your technical, business and regulatory requirements under applicable law.

In the event of a material change to laws or regulations applicable to the Patient Portal Services that affects Oracle's ability to perform under this order, if necessary, the parties will negotiate in good faith to determine an appropriate course of action, which may include amending this order to fully comply with such law or regulation.

Data. The parties agree and acknowledge that with respect to data processed via the Patient Portal Services, Oracle may transmit or route data through regions outside the United States subject to the requirement that all data transmitted will be encrypted. The parties further agree and acknowledge that with respect to data processed via the Patient Portal Services, Oracle may de-identify PHI in accordance with the standards set forth in 45 C.F.R. § 164.514(b) and may use or disclose such data for Service Analyses purposes, provided however, that Oracle will not attempt to re-identify such data. The foregoing statements are intended to amend and supersede any conflicting terms in the Business Associate Agreement and the referenced master agreement executed by the parties, provided that such amendment only applies to the data processed via the Patient Portal Services.

f. Oracle may (a) compile statistical and other information related to the performance, operation, and use of the Patient Portal Services, and (b) use data from the Patient Portal Services in aggregated form for security and operations management, to create statistical analyses, and for research and development purposes (above clauses (a) and (b) are collectively referred to as "Service Analyses"). Service Analyses will not contain Your PHI or personal information. Oracle retains all intellectual property rights in Service Analyses.

g. Artificial Intelligence (AI) Functionality. The Patient Portal Services may involve the use of AI tools in the Patient Portal Services. The Patient Portal Services may involve the use of AI Functionality incorporated within the CAA Services. The Oracle Artificial Intelligence Terms ("AI Terms") apply to such AI Functionality and remain subject to update. A current version of the AI Terms is available at https://www.oracle.com/contracts. AI Functionality is a complementary administrative resource for You, Your clinicians and other medical personnel. You agree that You will not rely on any Output as a sole source of truthful or accurate information, or as a substitute for any medical or professional advice. You agree that You will train and educate all persons who interact with the Patient Portal Services to understand that the AI Functionality and the Output in the Patient Portal Services cannot be solely relied upon by clinicians or other medical personnel in treating patients. Capitalized terms used, but not defined, in this section will have the meaning attributed to them in the AI Terms.

5. Oracle Health AI Data Platform; Oracle Health Care Coordination Intelligence; and Oracle Health Quality Management Cloud Services

a. Cloud Services. These additional order terms apply to the Cloud Services included in Your order: (i) Oracle Health AI Data Platform, (ii) Oracle Health Quality Management, and/or (iii) Oracle Health Care Coordination Intelligence Cloud Services (the "HDI Services").

b. HDI Services Term. The HDI Services begin on the date that You are issued access that enables You to activate Your HDI Services and continue for the term set forth in the applicable Ordered Items table above.

c. Information Management Tool. You acknowledge and agree that (a) the HDI Services are administrative information management tools which contemplate and require the involvement of professional personnel, including medical personnel; (b) the HDI Services and the information generated by the HDI Services (i) are not designed or intended to be a substitute for professional medical advice, diagnosis, treatment or judgment of a clinician or other professional medical personnel; and (ii) should never solely inform a clinical treatment decision, including a decision to delay treatment; and (c) the HDI 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.

You acknowledge and agree that: (i) You are solely responsible for Your Users appropriate and responsible use of the information generated by the HDI Services; (ii) You will use the HDI Services in accordance with its intended purpose or intended use as described in the applicable About page in the Program Documentation; (iii) You are solely responsible for Your Users reviewing, verifying and validating the accuracy of the information generated by the HDI Services and for reviewing, verifying and validating such information before any action is taken; and (iv) the HDI Services do not constitute a medical record. You acknowledge that the health information exchanged during use of the HDI Services may not include the individual's full and complete medical record or history.

d. Consents, Compliance and Regulations. You are responsible for providing any legally required notices or obtaining any legally required consents, authorizations or notices related to use of the HDI Services, including all appropriate and necessary consents and authorizations to enable the use and sharing of data as set forth under this order, including use and sharing by Permitted Facilities or other entities receiving access to the HDI Services or data. You understand that You are responsible for using the HDI Services in compliance with all applicable laws, rules, and regulations, including, but not limited to, the anti-kickback statute under Section 1128B of the Social Security Act and the physician self-referral law under Section 1877 of the Social Security Act, along with any laws governing the use and disclosure of protected health information. You shall perform whatever tests and reviews are necessary to verify and certify that the HDI Services (i) comply with all governmental, accrediting, and professional regulatory requirements which are applicable to use of the HDI Services in the applicable environment, including any necessary User training; and (ii) meet Your technical, business and regulatory requirements under applicable law.

In the event of a material change to laws or regulations applicable to the HDI Services that affects Oracle's ability to perform under this order, if necessary, the parties will negotiate in good faith to determine an appropriate course of action, which may include amending this order to fully comply with such law or regulation.

e. Data. The parties agree and acknowledge that with respect to data processed via the HDI Services, Oracle may transmit or route data through regions outside the United States, subject to the requirement that all data transmitted will be encrypted. The parties further agree and acknowledge that with respect to data processed via the HDI Services, Oracle may de-identify PHI in accordance with the standards set forth in 45 C.F.R. § 164.514(b) and may use or disclose such data for Service Analyses purposes, provided however, that Oracle will not attempt to re-identify such data. The foregoing statements are intended to amend and supersede any conflicting terms in the Business Associate Agreement and the referenced master agreement executed by the parties, provided that such amendment only applies to the data processed via the HDI Services.

Oracle may (a) compile statistical and other information related to the performance, operation, and use of the HDI Services, and (b) use data from the HDI Services in aggregated form for security and operations management, to create statistical analyses, and for research and development purposes (above clauses (a) and (b) are collectively referred to as "Service Analyses"). Service Analyses will not contain Your PHI or personal information. Oracle retains all intellectual property rights in Service Analyses.

f. Artificial Intelligence (AI) Functionality. The HDI Services may involve the use of AI Functionality in the HDI Services. The Oracle Artificial Intelligence Terms ("AI Terms") apply to such AI Functionality and remain subject to update. A current version of the AI Terms is available at https://www.oracle.com/contracts. AI Functionality is a complementary administrative resource for You, Your clinicians and other medical personnel. You agree that You will not rely on any Output as a sole source of truthful or accurate information, or as a substitute for any medical or professional advice. You agree that You will train and educate all persons who interact with the HDI Services to understand that the AI Functionality and the Output in the HDI Services cannot be solely relied upon by clinicians or other medical personnel in treating patients. Capitalized terms used, but not defined, in this section will have the meaning attributed to them in the AI Terms.

g. Security and Privacy. You must have security and privacy policies and procedures in place that govern Your Users' ability to access information on or through the HDI Services and to prevent unauthorized access, use, and disclosure of personally identifiable information including, but not limited to, protected health information.

5. Terminations

The parties agree that Your right to access and use the Recurring Services specified in the Recurring Services table above are granted in consideration of the termination of the Terminated Licenses (as defined below) and related support services as of the Recurring Services Start Date. The "Terminated Licenses" are the licenses listed below that You previously acquired under Cerner Sales Order OPT-0344332, dated June 29, 2021, with El Centro Regional Medical Center (“ELCE_CA”) and Cerner Sales Order OPT-0301784, dated November 17, 2022, with Pioneers Memorial HealthCare District (“PION_CA”) and that address functions associated with the Recurring Services acquired under this order. You agree that, as of the Recurring Services Start Date, You shall immediately discontinue use of and not allow any other individual or entity to use, the Terminated Licenses and related support services. In addition, You acknowledge that You will not be permitted to reinstate any Terminated Licenses, and related support services. You and Oracle agree that, as of the Recurring Services Start Date, neither You nor Oracle, nor any predecessor in interest to either You or Oracle, has any rights, duties or liability under the separate contract(s) with respect to the Terminated Licenses, and related support services.

Mnemonic	Legacy Contract Number	Legacy Opty ID	Part #	Part Description
PION_CA	CTT0092512-14	OPT-0301784	B102136	Remote Hosting (Recurring Fees)
PION_CA	CTT0092512-13	OPT-0301784	B102139	RHO Recurring Fee-Non-Cerner Solutions
PION_CA	N/A	N/A	B101398	Dragon Medical One, Term, User License - Users
PION_CA	N/A	N/A	B101404	PowerMic Mobile User License - Users
PION_CA	N/A	N/A	B101421	Business Intelligence - Users
PION_CA	N/A	N/A	B101422	Budgeting and Forecasting Administrator - Users
PION_CA	CTT0092512-202	OPT-0301784	B101062	eCare NEXT Document Imaging, CommunityWorks - Interface
PION_CA	CTT0092512-183	OPT-0301784	B100104	Oracle Health Syndromic Surveillance and eLab Results - Client
PION_CA	CTT0092512-176	OPT-0301784	B100377	FetaLink+ - Births
PION_CA	CTT0092512-177	OPT-0301784	B100108	Oracle Health FHIR APIs - CommunityWorks - Client
PION_CA	CTT0092512-174	OPT-0301784	B100352	Oracle Health Direct HISP - CommunityWorks - Facilities
PION_CA	CTT0092512-12	OPT-0301784	B100041	Oracle Health Bedside Medical Device Integration - Beds
PION_CA	CTT0092512-182	OPT-0301784	B100017	Oracle Health Scheduled Video Visits - Providers
PION_CA	CTT0092512-265	OPT-0301784	B101430	Technology Infrastructure s1 - Client
PION_CA	CTT0092512-270	OPT-0301784	L118220	Oracle Health Instant Access - User Perpetual
PION_CA	CTT0092512-167	OPT-0301784	B100023	Consumer Support for Oracle Health Patient Portal - US Only - Call
PION_CA	CTT0092512-252	OPT-0301784	B100131	Oracle Health Document Management - Concurrent User
PION_CA	CTT0092512-262	OPT-0301784	B101420	Core Accounting - Users
PION_CA	CTT0092512-154	OPT-0301784	B100006	Oracle Health Reference Lab Network for CommunityWorks - Connection
PION_CA	CTT0092512-20	OPT-0301784	B103446	Oracle Health Interfaces Connection - Cloud Subscription - Interface Connection
PION_CA	CTT0092512-205	OPT-0301784	B100481	PowerNote Content for Acute Care – CommunityWorks (Up to Quantity) - Beds
PION_CA	CTT0092512-157	OPT-0301784	B100173	Oracle Health Electronic Prescription Interoperability - CommunityWorks - Providers
PION_CA	CTT0092512-179	OPT-0301784	B105989	CareSelect Imaging - Integ with CommWx (51-100 beds) - Each
PION_CA	CTT0092512-227	OPT-0301784	B100986	Experian Integrated Eligibility (Up To Quantity) - Annual Encounters
PION_CA	CTT0092512-271	OPT-0301784	L118233	Oracle Health Transfusion Administration for Millennium - Bed Perpetual
PION_CA	CTT0092512-285	OPT-0301784	L118415	Surgical and Endoscopic Imaging (CommunityWorks) - Endoscopy Procedure Carts Perpetual
PION_CA	CTT0092512-284	OPT-0301784	L118243	Oracle Health Radiology Information System - Modality Worklist - Bed Perpetual
PION_CA	CTT0092512-291	OPT-0301784	L118267	Oracle Health CommunityWorks General Laboratory - $M in Operating Expense Perpetual
PION_CA	CTT0092512-317	OPT-0301784	B101421	Business Intelligence - Users
PION_CA	CTT0092512-155	OPT-0301784	B101546	Enhanced Medical Necessity Content for Ambulatory Care - Providers
PION_CA	CTT0092512-292	OPT-0301784	L118270	Oracle Health CommunityWorks Inventory Management Suite - $M in Operating Expense Perpetual
PION_CA	CTT0092512-199	OPT-0301784	B101067	eCare NEXT Add Cerner HL7 Interface, CommunityWorks - Interface
PION_CA	CTT0092512-7	OPT-0301784	B106035	Oracle Health AMS
PION_CA	CTT0092512-5	OPT-0301784	B100013	Oracle Health Workflow Authentication Soft Token - Users
PION_CA	CTT0092512-156	OPT-0301784	B101548	Enhanced Medical Necessity Content for Acute Care - Beds
PION_CA	CTT0092512-266	OPT-0301784	B101431	Interfaces - Connection
PION_CA	CTT0092512-236	OPT-0301784	B100455	Emergency Department Coding Subscription for CommunityWorks (Up to Quantity) - ED Visits
PION_CA	CTT0092512-190	OPT-0301784	B100505	Oracle Health Hospital Quality Reporting - CommunityWorks (Up to Quantity) - Beds
PION_CA	CTT0092512-297	OPT-0301784	L118352	Oracle Health Blood Bank for CommunityWorks - $M in Operating Expense Perpetual
PION_CA	CTT0092512-195	OPT-0301784	B100851	CPT for Patient Billing - Beds
PION_CA	CTT0092512-217	OPT-0301784	B100526	CAP SNOMED International (III) for Pathology - Facilities

PION_CA	CTT0092512-224	OPT-0301784	B100429	GI Management - Endoscopy Procedure Carts
PION_CA	CTT0092512-4	OPT-0301784	B100000	Oracle Health Workflow Authentication Cloud Subscription - Users
PION_CA	CTT0092512-166	OPT-0301784	B100065	Oracle Health Care Notifications - CommunityWorks - Facilities
PION_CA	CTT0092512-175	OPT-0301784	B100353	Oracle Health Direct HISP - Ambulatory - Facilities
PION_CA	CTT0092512-159	OPT-0301784	B100175	Oracle Health Electronic Prior Authorization - Providers
PION_CA	CTT0092512-296	OPT-0301784	L118266	Oracle Health CommunityWorks Revenue Cycle Suite Acute - $M in Operating Expense Perpetual
PION_CA	CTT0092512-228	OPT-0301784	B101267	ExitCare - ED (CommunityWorks) - ED Visits
PION_CA	CTT0092512-277	OPT-0301784	L118342	Oracle Health Oncology - Oncology Provider Perpetual
PION_CA	CTT0092512-214	OPT-0301784	B100499	Oracle Health Antimicrobial Usage and Resistance Reporting - Admissions
PION_CA	CTT0092512-158	OPT-0301784	B100174	External Rx History - Acute - Beds
PION_CA	CTT0092512-160	OPT-0301784	B100180	Oracle Health EHR Physician Mobility - User
PION_CA	CTT0092512-198	OPT-0301784	B101270	ExitCare - Inpatient (CommunityWorks) - Admissions
PION_CA	CTT0092512-220	OPT-0301784	B101297	AORN Syntegrity Content Subscription (CommunityWorks) - Facilities
PION_CA	CTT0092512-254	OPT-0301784	B100110	Work Queue Management - Providers
PION_CA	CTT0092512-279	OPT-0301784	L118245	Oracle Health Pharmacy Clinical Surveillance - Admissions Perpetual
PION_CA	CTT0092512-269	OPT-0301784	B100055	Oracle Health Multimedia Management and Archival - Annual Gigabytes
PION_CA	CTT0092512-243	OPT-0301784	B100117	Oracle Health Appointment Reminders (Up to Quantity) - Admissions and Outpatient Visits
PION_CA	CTT0092512-194	OPT-0301784	B100850	CPT for Integrated Ambulatory EMR - Beds
PION_CA	CTT0092512-240	OPT-0301784	B100422	PowerNote Content for Ambulatory - CommunityWorks - Providers
PION_CA	CTT0092512-283	OPT-0301784	L118396	Oracle Health Radiology Information System - Mammography Management for CommunityWorks - $M in Operating Expense Perpetual
PION_CA	CTT0092512-201	OPT-0301784	B101283	Intelligent Medical Objects (IMO) (Up To Quantity) - Acute Care - CommunityWorks - Beds
PION_CA	CTT0092512-275	OPT-0301784	L118428	Oracle Health Maternity - Ambulatory - Provider Perpetual
PION_CA	CTT0092512-178	OPT-0301784	B100124	Oracle Health FHIR APIs with Bulk Data Access - CommunityWorks - Client
PION_CA	CTT0092512-273	OPT-0301784	L118247	Oracle Health Outbound Interface - Domain Perpetual
PION_CA	CTT0092512-247	OPT-0301784	B100881	Intelligent Medical Objects (IMO) - Ambulatory - United States - Providers
PION_CA	CTT0092512-1	OPT-0301784	B100072	Oracle Health Privacy Analytics - Gigabyte Per Day
PION_CA	CTT0092512-10	OPT-0301784	B100042	Oracle Health Laboratory Medical Device Integration - Device
PION_CA	CTT0092512-290	OPT-0301784	L119166	Oracle Health CommunityWorks Full Clinical Suite - $M in Operating Expense Perpetual
PION_CA	CTT0092512-293	OPT-0301784	L118268	Oracle Health CommunityWorks Radiology Suite - $M in Operating Expense Perpetual
PION_CA	CTT0092512-318	OPT-0301784	B101642	Payroll360 - Connection
PION_CA	CTT0092512-250	OPT-0301784	B100081	Oracle Health Patient Electronic Signature - Forms
PION_CA	CTT0092512-295	OPT-0301784	L118269	Oracle Health CommunityWorks Emergency Department Suite - $M in Operating Expense Perpetual
PION_CA	CTT0092512-191	OPT-0301784	B100423	Oracle Health Multum Drug Database Patient Specific (Ambulatory) - CommunityWorks - Providers
PION_CA	CTT0092512-211	OPT-0301784	B100498	Oracle Health Infection Control Regulatory Reporting Content for CommunityWorks and Critical Access (Up to Quantity) - Beds
PION_CA	CTT0092512-233	OPT-0301784	B100452	Emergency Department Physician Documentation Content for CommunityWorks (Up to Quantity) - ED Visits
PION_CA	CTT0092512-294	OPT-0301784	L118265	Oracle Health CommunityWorks Surgical Suite - $M in Operating Expense Perpetual
PION_CA	CTT0092512-185	OPT-0301784	B101652	i2iTracks (Up To Quantity) - Covered Lives
PION_CA	CTT0092512-287	OPT-0301784	L119092	Practice Management Registration and Scheduling - Provider Perpetual
PION_CA	CTT0092512-281	OPT-0301784	L118349	Oracle Health Anatomic Pathology for CommunityWorks - $M in Operating Expense Perpetual

PION_CA	CTT0092512-164	OPT-0301784	B100359	Oracle Health Immunization Reporting + Query Bundle - CommunityWorks (Up to Quantity) - Beds
PION_CA	CTT0092512-286	OPT-0301784	L118389	PowerChart Ambulatory - CommunityWorks - Provider Perpetual
PION_CA	CTT0092512-263	OPT-0301784	B101422	Budgeting and Forecasting Administrator - Users
PION_CA	CTT0092512-193	OPT-0301784	B100529	Eligible Provider Quality Reporting - CommunityWorks - Physicians
PION_CA	CTT0092512-282	OPT-0301784	L111930	Laboratory Imaging for CommunityWorks - Devices Perpetual
PION_CA	CTT0092512-261	OPT-0301784	B100135	Oracle Health Electronic Case Reporting CommunityWorks and Ambulatory ASP - Providers
PION_CA	CTT0092512-196	OPT-0301784	B100849	CPT for Clinical EMR - Beds
PION_CA	CTT0092512-189	OPT-0301784	B100464	Oracle Health Multum Drug Database Patient Specific - CommunityWorks (Up To Quantity) - Beds
PION_CA	CTT0092512-276	OPT-0301784	L118433	FetaLink (Births) - Births Perpetual
PION_CA	CTT0092512-298	OPT-0301784	L118293	ECG Management - License - ECG Procedures Perpetual
PION_CA	CTT0092512-245	OPT-0301784	B101272	ExitCare - Physician_Ambulatory - Physicians
PION_CA	CTT0092512-278	OPT-0301784	L119091	Oracle Health Infection Control for CommunityWorks and Critical Access (Up to Quantity) - Bed Perpetual
PION_CA	CTT0092512-208	OPT-0301784	B100418	Oracle Health Outpatient Physical Rehabilitation - Rehab Outpatient Visits
PION_CA	CTT0092512-288	OPT-0301784	L119093	Practice Management Patient Accounts - Provider Perpetual
PION_CA	CTT0092512-192	OPT-0301784	B105024	Controlled Medical Terminology (Ambulatory) - Providers
PION_CA	CTT0092512-256	OPT-0301784	B100055	Oracle Health Multimedia Management and Archival - Annual Gigabytes
PION_CA	CTT0092512-272	OPT-0301784	L118238	Oracle Health Milk Management Training Database - Production Environment Perpetual
PION_CA	CTT0092512-184	OPT-0301784	B101650	i2iLinks - Interface
PION_CA	CTT0092512-264	OPT-0301784	B101427	Reporting and Approvers (Web) - Users
PION_CA	CTT0092512-280	OPT-0301784	L118346	Oracle Health Microbiology for CommunityWorks - $M in Operating Expense Perpetual
PION_CA	CTT0092512-274	OPT-0301784	L118431	Oracle Health Maternity for Acute - Births Perpetual
PION_CA	CTT0092512-188	OPT-0301784	B100479	Controlled Medical Terminology (CommunityWorks) - Facilities
PION_CA	CTT0092512-163	OPT-0301784	B106236	Oracle Health Camera Capture - Devices
PION_CA	CTT0092512-152	OPT-0301784	B100053	Oracle Health PDMP Support - CommunityWorks - States
PION_CA	CTT0092512-289	OPT-0301784	L118398	Oracle Health Acute Case Management - Full Time Equivalents Perpetual
PION_CA	N/A	N/A	B100041	Oracle Health Bedside Medical Device Integration - Beds
PION_CA	N/A	N/A	B100036	Oracle Health Mobile Vitals Collection (Beds) - Beds
PION_CA	N/A	N/A	B100058	Oracle Health EHR Nursing Mobility - Device
PION_CA	N/A	N/A	B100042	Oracle Health Laboratory Medical Device Integration - Device
PION_CA	N/A	N/A	B101706	Payment Fusion Software License Fee - Device
PION_CA	N/A	N/A	B101707	Payment Fusion Gateway License Fee - Submitter IDs
PION_CA	N/A	A7BXTF	B109353	Oracle Health Clinical Digital Assistant Cloud Service - Note Generated
PION_CA	N/A	OPT-0301784	N/A	#N/A
PION_CA	N/A	A6LLG5	N/A	#N/A
PION_CA	N/A	N/A	B97320	Oracle Health Advanced Exchange Support
PION_CA	N/A	N/A	B107945	Oracle Health Advanced Exchange Support - 3 year initial term, 12 month renewal term
PION_CA	N/A	N/A	B107957	Zebra Technologies Device Software Support 9x5 M-F Depot - 3 years
PION_CA	CTT0092512-197	OPT-0301784	B105110	HealtheLife: Questionnaires for the Enterprise - Admissions and Outpatient Visits
PION_CA	CTT0092512-165	OPT-0301784	B100332	Oracle Health Patient Portal for CommunityWorks (Up to Quantity) - Admissions and Outpatient Visits
ELCE_CA	CTT0081718-10	OPT-0298250	B100986	Experian Integrated Eligibility (Up To Quantity) - Annual Encounters
ELCE_CA	CTT0067854-8	1-4E4II21	B100000	Oracle Health Workflow Authentication Cloud Subscription - Users

ELCE_CA	CTT0067854-232	1-4E4II21	L122131	CareAware MultiMedia - Digital Objects - Gigabyte Perpetual
ELCE_CA	CTT0067854-223	1-4E4II21	L118396	Oracle Health Radiology Information System - Mammography Management for CommunityWorks - $M in Operating Expense Perpetual
ELCE_CA	CTT0089459-7	OPT-0344332	B101702	PMMobile, Hosted Service, ED Adm Encs,Unlimited User - ED Visits
ELCE_CA	CTT0081718-19	OPT-0298250	B101067	eCare NEXT Add Cerner HL7 Interface, CommunityWorks - Interface
ELCE_CA	CTT0084973-1	OPT-0302837	B105990	CareSelect Imaging - Integ with CommWx (101-200 beds) - Each
ELCE_CA	CTT0067854-216	1-4E4II21	L123155	Oracle Health Critical Access Clinical Suite (Up to Quantity) - Beds Perpetual
ELCE_CA	CTT0067854-230	1-4E4II21	L119092	Practice Management Registration and Scheduling - Provider Perpetual
ELCE_CA	CTT0081718-4	OPT-0298250	B101063	Patient Estimates Document Imaging, CommunityWorks - Interface
ELCE_CA	CTT0067854-177	1-4E4II21	B106035	Oracle Health AMS
ELCE_CA	CTT0084068-3	OPT-0340727	B100058	Oracle Health EHR Nursing Mobility - Device
ELCE_CA	CTT0067854-5	1-4E4II21	B100072	Oracle Health Privacy Analytics - Gigabyte Per Day
ELCE_CA	CTT0089459-4	OPT-0344332	B101715	DMOne, Hosted Service, Term, Emergency Visits, Licen - Encounters
ELCE_CA	CTT0067854-220	1-4E4II21	L123121	Oracle Health Critical Access Emergency Department Suite (Up to Quantity) - Beds Perpetual
ELCE_CA	CTT0067854-118	1-4E4II21	B100359	Oracle Health Immunization Reporting + Query Bundle - CommunityWorks (Up to Quantity) - Beds
ELCE_CA	CTT0067854-135	1-4E4II21	B100505	Oracle Health Hospital Quality Reporting - CommunityWorks (Up to Quantity) - Beds
ELCE_CA	CTT0067854-228	1-4E4II21	L118415	Surgical and Endoscopic Imaging (CommunityWorks) - Endoscopy Procedure Carts Perpetual
ELCE_CA	CTT0080380-4	OPT-0304188	B101707	Payment Fusion Gateway License Fee - Submitter IDs
ELCE_CA	CTT0067854-229	1-4E4II21	L123140	Point of Use - Beds Perpetual
ELCE_CA	CTT0067854-187	1-4E4II21	B102136	Remote Hosting (Recurring Fees)
ELCE_CA	CTT0083224-1	OPT-0335718	B100006	Oracle Health Reference Lab Network for CommunityWorks - Connection
ELCE_CA	CTT0067854-110	1-4E4II21	B100053	Oracle Health PDMP Support - CommunityWorks - States
ELCE_CA	CTT0067854-226	1-4E4II21	L118349	Oracle Health Anatomic Pathology for CommunityWorks - $M in Operating Expense Perpetual
ELCE_CA	CTT0089459-1	OPT-0344332	B102139	RHO Recurring Fee-Non Cerner Solutions
ELCE_CA	CTT0067854-217	1-4E4II21	L123165	Oracle Health Critical Access General Laboratory (Up to Quantity) - Beds Perpetual
ELCE_CA	CTT0080337-6	OPT-0299150	B101380	LK-Archive Acute - Specific Modules (Up To Quantity) - Beds
ELCE_CA	CTT0067854-209	1-4E4II21	L123156	Oracle Health Infection Control for CommunityWorks and Critical Access (Up to Quantity) - Beds Perpetual
ELCE_CA	CTT0083848-2	OPT-0343882	L121189	HemaTrax LPS ISBT-128 TCP IP Print Server First Licens - Each Perpetual
ELCE_CA	CTT0080337-2	OPT-0299150	B101364	LK-Archive Acute - EHR_HIS (Up To Quantity) - Beds
ELCE_CA	CTT0067854-219	1-4E4II21	L123117	Oracle Health Critical Access Surgical Suite (Up to Quantity) - Beds Perpetual
ELCE_CA	CTT0067854-138	1-4E4II21	B100529	Eligible Provider Quality Reporting - CommunityWorks - Physicians
ELCE_CA	CTT0067854-207	1-4E4II21	L118428	Oracle Health Maternity - Ambulatory - Provider Perpetual
ELCE_CA	CTT0067854-218	1-4E4II21	L123120	Oracle Health Critical Access Radiology Suite (Up to Quantity) - Beds Perpetual
ELCE_CA	CTT0089459-8	OPT-0344332	B101705	PMMobile, Hosted Service, OP Adm Encs,Unlimited User - Outpatient Visits
ELCE_CA	CTT0067854-136	1-4E4II21	B100423	Oracle Health Multum Drug Database Patient Specific (Ambulatory) - CommunityWorks - Providers
ELCE_CA	CTT0067854-137	1-4E4II21	B105024	Controlled Medical Terminology (Ambulatory) - Providers
ELCE_CA	CTT0084068-6	OPT-0340727	B102124	Oracle Health Mobility Managed Services for Shared Devices - Device
ELCE_CA	CTT0089459-5	OPT-0344332	B101719	DMOne, Hosted Service, Term, Outpatient Visits, Lice - Encounters
ELCE_CA	CTT0067854-203	1-4E4II21	L118317	Abstracted Coded Data Outgoing - Full Time Equivalents Perpetual
ELCE_CA	CTT0067854-204	1-4E4II21	L118312	Results Outgoing (Discrete Data Elements - Full Time Equivalents Perpetual

ELCE_CA	CTT0067854-129	1-4E4II21	B100108	Oracle Health FHIR APIs - CommunityWorks - Client
ELCE_CA	CTT0067854-205	1-4E4II21	L118313	Results Outgoing (Displayable Text) - Full Time Equivalents Perpetual
ELCE_CA	CTT0081718-15	OPT-0298250	B100827	Payer Alerts (10 Authorized Users) (Up To Quantity) - Annual Encounters
ELCE_CA	CTT0080423-1	OPT-0305277	B100110	Work Queue Management - Providers
ELCE_CA	CTT0067854-210	1-4E4II21	L118345	Oracle Health Microbiology - Microbiology Procedure Perpetual
ELCE_CA	CTT0067854-141	1-4E4II21	B100017	Oracle Health Scheduled Video Visits - Providers
ELCE_CA	CTT0080337-7	OPT-0299150	B101361	LK-Archive - Data Hosting (Up To Quantity) - Terabyte
ELCE_CA	CTT0080337-4	OPT-0299150	B101376	LK-Archive Acute - Financial Read-Only (Up To Quantity) - Beds
ELCE_CA	CTT0046920-3	1-6ZNWAPY	B97505	Legacy HW Support Cranel Inc - 9x5 M-F Next Business Day
ELCE_CA	CTT0083233-3	OPT-0336535	L123107	Oracle Health 724Access Downtime Viewer for CommunityWorks - Beds Perpetual
ELCE_CA	CTT0067854-139	1-4E4II21	B100850	CPT for Integrated Ambulatory EMR - Beds
ELCE_CA	CTT0067854-115	1-4E4II21	B100180	Oracle Health EHR Physician Mobility - User
ELCE_CA	CTT0067854-184	1-4E4II21	B100042	Oracle Health Laboratory Medical Device Integration - Device
ELCE_CA	CTT0067854-215	1-4E4II21	L118398	Oracle Health Acute Case Management - Full Time Equivalents Perpetual
ELCE_CA	CTT0081718-2	OPT-0298250	B101062	eCare NEXT Document Imaging, CommunityWorks - Interface
ELCE_CA	CTT0080380-3	OPT-0304188	B101706	Payment Fusion Software License Fee - Device
ELCE_CA	CTT0067854-114	1-4E4II21	B100174	External Rx History - Acute - Beds
ELCE_CA	CTT0067854-125	1-4E4II21	B100352	Oracle Health Direct HISP - CommunityWorks - Facilities
ELCE_CA	CTT0080380-11	OPT-0304188	B100117	Oracle Health Appointment Reminders (Up to Quantity) - Admissions and Outpatient Visits
ELCE_CA	CTT0080380-17	OPT-0304188	B103446	Oracle Health Interfaces Connection - Cloud Subscription - Interface Connection
ELCE_CA	CTT0067854-208	1-4E4II21	L118433	FetaLink (Births) - Births Perpetual
ELCE_CA	CTT0080337-10	OPT-0299150	B101380	LK-Archive Acute - Specific Modules (Up To Quantity) - Beds
ELCE_CA	CTT0067854-181	1-4E4II21	B100041	Oracle Health Bedside Medical Device Integration - Beds
ELCE_CA	CTT0080380-16	OPT-0304188	L122033	Appointment Notifications Outgoing - Full Time Equivalents (FTEs) Perpetual
ELCE_CA	CTT0088141-4	OPT-0348943	B101061	Patient Financial Clearance, CommunityWorks - Client
ELCE_CA	CTT0067854-140	1-4E4II21	B100851	CPT for Patient Billing - Beds
ELCE_CA	CTT0067854-225	1-4E4II21	L118342	Oracle Health Oncology - Oncology Provider Perpetual
ELCE_CA	CTT0067854-227	1-4E4II21	L110450	Perioperative SIU Scheduled Case Outbound - Full Time Equivalents (FTEs) Perpetual
ELCE_CA	CTT0067854-214	1-4E4II21	L118388	PowerChart Ambulatory - Provider Perpetual
ELCE_CA	CTT0089459-6	OPT-0344332	B101704	PMMobile, Hosted Service, IP Adm Encs,Unlimited User - Admissions
ELCE_CA	CTT0089459-3	OPT-0344332	B101717	DMOne, Hosted, Term, Inpatient Admissions, License - Encounters
ELCE_CA	CTT0067854-206	1-4E4II21	L118431	Oracle Health Maternity for Acute - Births Perpetual
ELCE_CA	CTT0067854-112	1-4E4II21	B101546	Enhanced Medical Necessity Content for Ambulatory Care - Providers
ELCE_CA	CTT0067854-13	1-4E4II21	B102869	CW Electronic Lab Results and Syndromic Surveillance Bundle - Beds
ELCE_CA	CTT0081718-7	OPT-0298250	B101064	Passport Authorizations Reconciliation CommunityWorks - Client
ELCE_CA	CTT0067854-124	1-4E4II21	B100006	Oracle Health Reference Lab Network for CommunityWorks - Connection
ELCE_CA	CTT0067854-188	1-4E4II21	B102139	RHO Recurring Fee-Non Cerner Solutions
ELCE_CA	CTT0067854-9	1-4E4II21	B100013	Oracle Health Workflow Authentication Soft Token - Users
ELCE_CA	CTT0067854-130	1-4E4II21	B100173	Oracle Health Electronic Prescription Interoperability - CommunityWorks - Providers
ELCE_CA	CTT0067854-142	1-4E4II21	B101270	ExitCare - Inpatient (CommunityWorks) - Admissions
ELCE_CA	CTT0067854-213	1-4E4II21	L118408	Oracle Health Anesthesia - Surgical Operations Perpetual
ELCE_CA	CTT0067854-113	1-4E4II21	B101548	Enhanced Medical Necessity Content for Acute Care - Beds
ELCE_CA	N/A	OPT-0298250	B102561	Coverage Discovery Overage Fee - Coverage Discovery Transactions

ELCE_CA	CTT0083233-1	OPT-0336535	B102136	Remote Hosting (Recurring Fees)
ELCE_CA	CTT0067854-134	1-4E4II21	B100464	Oracle Health Multum Drug Database Patient Specific - CommunityWorks (Up To Quantity) - Beds
ELCE_CA	CTT0067854-132	1-4E4II21	B100479	Controlled Medical Terminology (CommunityWorks) - Facilities
ELCE_CA	CTT0081718-6	OPT-0298250	B101095	Authorizations Document Imaging, CommunityWorks - Interface
ELCE_CA	CTT0067854-211	1-4E4II21	L118351	Oracle Health Blood Bank - Blood Bank Transfusion Procedure Perpetual
ELCE_CA	N/A	OPT-0348943	B102563	Patient Financial Clearance w Propensity to Pay Transaction - Credit Search
ELCE_CA	N/A	OPT-0304188	B102730	ePayments Plus - Transaction - Patient Payments
ELCE_CA	CTT0067854-179	1-4E4II21	B103122	Mobile Patient eSignature - Device
ELCE_CA	CTT0067854-147	1-4E4II21	B100481	PowerNote Content for Acute Care – CommunityWorks (Up to Quantity) - Beds
ELCE_CA	CTT0067854-155	1-4E4II21	B101297	AORN Syntegrity Content Subscription (CommunityWorks) - Facilities
ELCE_CA	CTT0067854-224	1-4E4II21	B100429	GI Management - Endoscopy Procedure Carts
ELCE_CA	CTT0067854-151	1-4E4II21	B100498	Oracle Health Infection Control Regulatory Reporting Content for CommunityWorks and Critical Access (Up to Quantity) - Beds
ELCE_CA	CTT0067854-157	1-4E4II21	B101267	ExitCare - ED (CommunityWorks) - ED Visits
ELCE_CA	CTT0067854-153	1-4E4II21	B100526	CAP SNOMED International (III) for Pathology - Facilities
ELCE_CA	CTT0067854-165	1-4E4II21	B100422	PowerNote Content for Ambulatory - CommunityWorks - Providers
ELCE_CA	CTT0067854-159	1-4E4II21	B100452	Emergency Department Physician Documentation Content for CommunityWorks (Up to Quantity) - ED Visits
ELCE_CA	CTT0067854-149	1-4E4II21	B100418	Oracle Health Outpatient Physical Rehabilitation - Rehab Outpatient Visits
ELCE_CA	CTT0067854-145	1-4E4II21	B101283	Intelligent Medical Objects (IMO) (Up To Quantity) - Acute Care - CommunityWorks - Beds
ELCE_CA	CTT0067854-170	1-4E4II21	B101272	ExitCare - Physician_Ambulatory - Physicians
ELCE_CA	CTT0067854-172	1-4E4II21	B100881	Intelligent Medical Objects (IMO) - Ambulatory - United States - Providers
ELCE_CA	CTT0067854-162	1-4E4II21	B100455	Emergency Department Coding Subscription for CommunityWorks (Up to Quantity) - ED Visits
ELCE_CA	N/A	N/A	B101635	Flywire Platform License (up to 500K SMS_mo.) (Up To Quantity) - Net Patient Revenue ($M)
ELCE_CA	N/A	N/A	B105968	Oracle Health Acute Case Management - Full Time Equivalents (FTEs)
ELCE_CA	N/A	N/A	B100042	Oracle Health Laboratory Medical Device Integration - Device
ELCE_CA	N/A	N/A	B111364	Oracle Health Clinical AI Agent Cloud Service, Clinical Note - Signed Note
ELCE_CA	N/A	A6R447	B102197	Flywire Patient Payments - Percentage of Net Receipts
ELCE_CA	N/A	A6R447	B102183	Flywire Patient Statements - Patient Statements
ELCE_CA	N/A	A6R447	B102184	Additional Pages - Patient Statements Additional Pages
ELCE_CA	N/A	A6R447	B102185	NCOA Check - Change of Address Updates
ELCE_CA	N/A	A6R447	B102186	IMB Real-Time Tracking and Reporting - Statement Reporting
ELCE_CA	N/A	A6R447	B102187	Return Mail Handling with Skip Tracing - Return Mail Handled
ELCE_CA	N/A	A6R447	B102188	Postage - Patient Statement Postage
ELCE_CA	N/A	A6R447	B102195	Dynamic Envelope Messaging - Statement Envelope Message
ELCE_CA	N/A	A6R447	B102196	Text messaging - Text Messages
ELCE_CA	CTT0067854-231	1-4E4II21	L119093	Practice Management Patient Accounts - Provider Perpetual
ELCE_CA	CTT0067854-212	1-4E4II21	L118357	Laboratory Imaging - Device Perpetual
ELCE_CA	CTT0067854-221	1-4E4II21	L123118	Oracle Health Critical Access Revenue Cycle Suite Acute (Up to Quantity) - Beds Perpetual
ELCE_CA	CTT0067854-1	1-4E4II21	B103327	SkyBox Mobility Workspace One Adv - Device
ELCE_CA	CTT0067854-281	1-4E4II21	N/A	#N/A
ELCE_CA	N/A	A84VK3	N/A	#N/A

ELCE_CA	N/A	A7ZJQ9	N/A	#N/A
ELCE_CA	CTT0067854-119	1-4E4II21	B100332	Oracle Health Patient Portal for CommunityWorks (Up to Quantity) - Admissions and Outpatient Visits

7. Outstanding Capital Fees

The parties agree that You, acting as successor in interest to El Centro Regional Medical Center and Pioneers Memorial HealthCare District, will continue to pay the following outstanding amounts: $95,121 per month for the outstanding capital fees until the end of the original term of Cerner Sales Order OPT-0344332, dated June 29, 2021, and $61,757 per month for the outstanding capital fees until the end of the original term of Cerner Sales Order OPT-0301784, dated November 17, 2022.

General Scope – Consulting / Professional Services

Scope Considerations; Control of Scope of Work. Oracle commits to delivering, in conjunction with You, a design, build, and rollout of the applicable items set forth in this order for which professional services are purchased. The implementation services assume full use of Oracle's commercial off-the-shelf functionality using the most recent, generally available software. To deliver a quality-driven approach, You and Oracle agree to utilize Oracle's Model Experience Content package for all Licensed Software and Oracle Services, where applicable. Model Experience is a predefined model system designed to support clinical and financial needs. Oracle is providing the design and standardization per solution. You agree to follow the existing enterprise-level design and configuration of the Pioneers Memorial Hospital District "Pioneers" environment, including in instances in which it deviates from Model Experience and/or other Oracle standards. You will focus on localized deliverables, final system validation, training, and overall system education.

The scope of the implementation is based upon the specific assumptions set forth in this scope. Each party (or its designee) will fulfill project tasks/activities and responsibilities assigned to such party in this scope. This scope describes the solutions to be implemented, duration of the implementation, and the Services to be performed. This scope is based on the latest generally available Oracle Health Millennium Platform release, project timeline, and use of Consulting Framework, *Bedrock*, Model Experience content and recommendations. It is also assumed that You will provide data required to configure the system in an Oracle-defined format. Either party may identify a change in assumptions, tasks, duration, services, or resources required from Oracle or You. Such change may result in additional fees and will only become effective upon written approval by both parties.

There are controls on scope for the total number of a particular item within certain solution sections. Controls exist to achieve the project timeline with Your estimated project resources; provide recommended use of the system and ease of maintenance long term; and maintain standard consulting fees. Controls on items are not functional limits of the Oracle Health Millennium Platform.

All requested modifications to this scope must be evaluated for potential impact to the project plan and may result in a longer project timeline, additional Oracle/Your resources, and/or additional fees. Oracle has a scope management process that will be utilized throughout the implementation to help keep the project on track.

You acknowledge that for Oracle to provide a cost-effective hosting solution, the applications will be hosted in a shared environment along with other tenants. You further acknowledge that this shared environment requires some degree of standardization, including, without limitation, design, workflows, timing of upgrades, additions of new solutions, and system changes.

You and Oracle 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 agreed upon by Oracle and Your executive steering committee and set forth in a new Ordering Document.

Delivery of services will be remote unless otherwise specified to be onsite.

Project Start Date. The project start date will be based on the Effective Date of this Ordering Document and will occur no later than twelve (12) months after the Effective Date. Oracle requires a minimum of ninety (90) days from the Effective Date to accommodate project staffing requests and propose a project timeline to You. After the project start date, Oracle and You will begin activities such as planning, staffing, and technology activities.

If You request that a project be suspended or delayed for more than sixty (60) days beyond the estimated project start date, the terms of suspension or delay will be set forth in a new Ordering Document. Additional fees may be incurred when the project resumes, including, but not limited to, increased professional service rates, planning, defining scope, reviewing, documenting completed work, and educating new project team members. You acknowledge that Oracle is not obligated to provide the same project team members that were assigned to the project prior to the suspension or delay.

Project Commencement Prerequisite. Oracle's commencement of the Services under this Ordering Document is contingent upon Your completion of the uninstall of Contract Management/CCM for the PION location prior to project kickoff. Oracle will not commence the Services, release the project timeline, or begin project implementation activities until You have completed the PION Contract Management/CCM uninstall and Oracle has confirmed readiness to proceed. Any delay in completing this prerequisite may result in delay to the project start date, project timeline, milestone dates, and/or resource availability, and may require a separate Ordering Document for any additional work effort, timeline impacts, or additional Professional Services fees.

Travel, Lodging, Out-of-Pocket Expenses, and Per Diem Rates. The fees in this Ordering Document do not include travel, lodging, per diem, or other out-of-pocket expenses. Such fees will be billed monthly as incurred.

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 "Service Description(s)"). Each party (or its designee) will fulfill project responsibilities assigned to such party in this scope and in the Service Description(s). This scope and the Service Description(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.

Fee-for-Service Implementation. Any fee-for-service hours specified in this Ordering Document are estimates, and You will pay any overage of the estimated hours as Oracle continues to work towards the agreed-upon scope. Work and payment should continue until either You notify Oracle to stop work or the scope is delivered as agreed herein.

IMPLEMENTATION METHODOLOGY

Consulting Framework. Oracle's Implementation Methodology is the Consulting Framework. A detailed description of the Consulting Framework, including the events, activities, technology, and resources can be accessed on Oracle Health Wiki at https://wiki.cerner.com/x/xWR5qw. Adherence and adoption of the implementation methodology is required. This includes leveraging Oracle's event structure, documentation repository, project management tools, and project gateways. Any deviation from these expectations, including but not limited to the above, will trigger a Scope of Work (SOW) Deviation form documenting the nonconformity, including an impact assessment to determine if additional fees or time are required to deliver the scope set forth in the Ordering Document.

Facilities, Locations, and Practices. This scope and associated professional services fees assume the concurrent/standardized design, build, and go-live at Your Permitted Facilities to support migration of El Centro Regional Medical Center into the existing Pioneers Memorial Hospital District environment, based on the latest generally available releases for each applicable item. The system will be built in a single production domain using a common, centralized database environment. There will be a single go-live event approach converting solutions in this scope concurrently.

- El Centro Regional Medical Center ("El Centro") and up to four (4) clinics
- Pioneers Memorial Hospital District ("Pioneers") and up to nine (9) clinics

Scope for Pioneers Memorial Hospital District will be specific to:

- Net-new product implementations (i.e. products which are not currently implemented in the current Pioneers environment)
- Configuration changes required to support El Centro migration into the current Pioneers Memorial environment

Estimated Implementation Timeline. As of the Effective Date, the overall project duration, from the project kickoff to go-live, subject to the terms set forth herein, is estimated to be eight (8) months. Any project duration provided by Oracle is provided as an estimate only and shall not be interpreted or otherwise construed as a guarantee of an implementation timeline.

Key Events. Completion of the following events is subject to the provisions set forth herein.

Key Event	Objectives
Methodology Alignment and Strategic Change Workshop (MASC) (in person)	• Create a vision and guiding principles for the project • Define project team expectations, and roles and responsibilities • Discuss work arrangement • Identify any project risks • Create project governance and communication plan
Workflow and Integration	• Review future-state workflows and integration between departments • Identify corresponding opportunities and risks • Complete data collection per the project plan • Complete design decisions • Document current key workflows • Assess technical infrastructure
Integration Testing	• Desired test results are achieved from end-to-end testing of workflows to confirm integration across the continuum of care, venues, and solutions
Go-Live	• Earn rapid adoption of Your new workflows, processes, and the underlying technology while building momentum for future change and improvement

Project Gateways. Project gateways provide a mechanism for monitoring critical items throughout the project lifecycle to proactively identify and manage key risk factors. Project Gateways are a requirement of the project implementation methodology. Any deviation from the project gateway process including, but not limited to, failing to attend gateway review meetings, failure to obtain executive sign-off, or failure to follow the proposed mitigation recommendations will trigger a SOW Deviation form, documenting the nonconformity including an impact assessment to determine if additional fees or time are required to deliver the scope as was outlined in the contract. Mitigation plans for incomplete gateway items must be completed within the timeframe outlined in the table below in order to effectively determine impacts to the project.

Gateway	Criteria	Timeframe
#1 - Align	• Oracle and Your resources have been identified, assigned, and are engaged at the necessary allocation • Project timeline is finalized • Governance councils/committees are established and have representatives that support decision-making and drive change efforts • Scope finalized and agreed upon (additional project scope changes are not allowed after Align Gateway) • Domain strategy finalized and aligned with agreed upon project timeline • Communication plan is established and functioning appropriately • Change management process is defined	Two (2) weeks prior to Workflow and Integration
#2 - Validate	• All third-party commitments (solutions, resources, devices, subscriptions, etc.) are defined and contracted • Oracle and Your resources have been assigned and are engaged at the necessary allocation • Testing strategy reviewed and plans in place to finalize prior to Integration Testing 1 • Training strategy reviewed • Definition of non-standard custom reporting, third-party extracts, revenue cycle custom work (Custom Data Item, Rollups, Tokens, Worklists) initiated • Hardware (i.e., printers) procurement completed and delivery dates confirmed as meeting event timelines • Baseline metrics have been captured • All data collection, workflows, and system configuration are complete per the project work plan	Two (2) weeks after Workflow and Integration
#3 - Test	• Integration Testing pre-requisites have been met • A system maintenance support structure has been defined and plans to implement that structure (organizationally) are in process • All configuration that is required for training has been completed • Integration Testing scorecard has been reviewed and expected outcomes are understood • All data collection, workflows, and system configuration are complete per the project work plan	One (1) week prior to Integration Testing 1
#4 - Train	• The supporting training materials and eLearning are reflective of workflows and goals • All remaining hardware and devices have been received, connected, built, and tested, and licensing is in place • All remaining technical infrastructure needs are configured, tested, and ready for end user experience • All data collection, workflows, and system configuration are complete per the project work plan	One (1) week prior to Integration Testing 2
#5 - Activate	• End user competency targets are achieved, or mitigation plans in place for those not meeting the targets • You demonstrate readiness to maintain system as necessary post go-live • A plan is in place to provide visibility on financial KPI metrics at go-live and post go-live	Three (3) weeks prior to Go-Live

	• All data collection, design decisions, competencies, workflows, and system configuration are complete per the project work plan. • Conversion readiness assessment has been completed and formally acknowledged by Your leadership	

Revenue Cycle KPIs.

If Your coding backlog exceeds discharge not final coded thresholds agreed upon by both Oracle and You, You will inform Oracle or a mutually-agreed-upon third-party coding agency to assist with Your coding backlog unless You and Oracle deem it to not be the best course of action due to an agreed upon mitigation plan that will resolve the backlog.

The parties acknowledge and agree that there are a number of elements that could impact Your financial performance that are either not within the control of Oracle or not related to Oracle revenue cycle including, but not limited to, medical records coding backlog, significant changes in patient volume and/or payer mix, significant changes in service mix, problems with one or more payer's ability to pay You in a timely manner, unknown reimbursement models, Your patient financial services workforce not following established processes, Your reductions in patient financial services workforce, failure to implement Oracle's core transaction services solutions or utilize Oracle's learning services and adoption coaching or follow Oracle's recommendations, and engagement of a third party to perform services relating to Your revenue cycle system.

Oracle will not be responsible or liable to You for any acts, omissions, delays, performance issues or financial outcomes arising out of or relating to any professional services performed by a third party for You. If an issue arises, You, Oracle, and the third party must mutually agree on a resolution.

PROJECT TEAMS, ROLES, AND RESPONSIBILITIES

- **Project Team Availability.** Oracle and You will identify and make available their respective project team members by the initial Key Event. If Your resources are not identified and available within that timeframe, the delay will be considered a change in scope, and will require the execution of an Ordering Document, and a SOW Deviation form setting forth the additional work effort, impacts to timelines, changes in payment milestones, and additional professional services fees. You will provide and maintain the appropriate staffing levels during implementation with guidance provided by Oracle.

- **Revenue Cycle Executive Requirement.** You will designate and always have in place during the implementation of Oracle Health Revenue Cycle, a revenue cycle executive reporting to Your Chief Financial Officer, who has a leadership span over patient access, case management, health information management, and patient financial services.

- **Project Team Workspace Requirements.** At Your expense, You will provide the following for the Oracle project team no later than the start of the Project Management Training/Leadership Alignment event: a dedicated and secure office, an Oracle-dedicated group meeting and workspace with capacity for eight (8)-ten (10) people; network connectivity to Your network; access to network printers; access to Your appropriate *Oracle* domains; high-speed internet access or network port through Your firewall for each Oracle associate on site to access the internet and Oracle network using Oracle virtual private network (VPN) software; badge, keys, or other appropriate security access to navigate physical working locations and parking.

- **Your Device Expectations.** Oracle will provide high-level agendas for each workshop/event and discuss device requirements. Devices are required for subject matter experts and analysts for many tasks, including validation of the application build

- **Project Accountability Matrix.** The following accountability matrix identifies who will be responsible, accountable, consulted, and informed (RACI) for the designated work streams. Additional detailed project accountability matrixes are included for each workstream, beginning in Section 3 of this scope. Any deviation from these expectations will trigger a SOW Deviation form, documenting the nonconformity including an impact assessment to determine if additional fees or time are required to deliver the scope set forth in the Ordering Document.

  Responsible (R) means the party who will complete the work.
  Accountable (A) means the party who will ensure this step is completed and makes the final decision.
  Consulted (C) means the party who provides input prior to completion of the task and can contribute information to make the project step successful.
  Informed (I) means the party who needs to be informed of the results and kept up to date.

Category	Work Stream	Oracle	You
Project Readiness	Executive sponsor	C	R
	Communication management	C	R
	Governance and Change management	C	R
Project Management	Project management	R	C
	Project documentation	R	C
	Training management	C	R
	Risk management	R	C
	Human resource management	C	R
Design and Build	Model Experience localization and build	R	C
	Data collection	C	R
	Workflow design	R	C
	Oracle solution integration	R	C
Testing	Unit testing	C	R
	System testing	C	R
	Integration testing	C	R
Training	Training program management	C	R
	Training material development	C	R
	Super user competency check	R	C
	End user training	C	R
Go-Live	Operational cutover	C	R
	Technical cutover	C	R
	Command center operations	C	R
	At-the-elbow support	C	R
	Post-go-live application support	R	C

PROJECT READINESS

- **Introduction.** Implementations must include a comprehensive change management program to ensure organizational and operational alignment between You and Oracle. Such alignment shall be inclusive of a communication plan, defined decision rights, escalation pathways, key stakeholders, and a documented leadership coalition all focused on ensuring users are adopting the system as intended and are prepared to meet desired outcomes. You are required to ensure participation of key leaders, stakeholders, and requisite staff associated with change management activities and deliverables.

- **Executive Sponsor.** You will designate an executive sponsor for the project to serve as the project champion and sign acknowledgement of project-based infractions. The executive sponsor will have oversight and accountability for the successful transformation associated with the project.

- **Communication Management.** A communication management plan describes how stakeholders will be provided with information, which includes who should be given specific information, when that information should be delivered, and which communication channels will be used. A communication management plan will be established at the beginning of the project, agreed upon by both Oracle and You, and communicated to the project team.

Work Stream	Oracle	You
Identify, inform, engage, and connect all impacted groups during the project	C	R
Disseminate key information in a standardized and timely manner to Oracle and Your stakeholders, project leadership, project management, and project team	C	R
Provide status updates and project changes to Oracle project team	C	R
Identify communication owner	C	R
Identify preferred senders by area	C	R
Identify preferred methods of communication by area	C	R
Execute communication strategy in accordance with project methodology	C	R

- **Governance and Change Management.** Oracle will review Your existing governance teams and committees to ensure they are properly aligned with the governance structure needed to support the implementation project. Oracle will evaluate Your committee structure and will strategize with You to identify improvements that You will implement.

Work Stream	Oracle	You
Determine project governance structure that includes a consolidated governing body for El Centro and Pioneers.	C	R
Assign committee and council members	C	R
Determine committee and council meeting frequency in accordance with project methodology and timeline	C	R
Identify Your executive sponsor	C	R
Establish a structured approach to effectively manage, track, and prioritize changes for the project	C	R
Utilize a repository for change requests and supporting documentation to preserve a historical view	C	R
Provide a structure and understanding of the impact of changes and associated risks to stakeholders	C	R
Manage global change requests and governance	R	I

Level of Governance	Description
Executive Steering Committee	• You provide executive sponsorship and oversight, leads the project governance structure, and facilitates organization wide communication. Your leaders comprise the executive steering committee, with Oracle project leadership involvement when appropriate. The Executive Committee has final decision-making authority for the Project.
Interdisciplinary / Advisory / Project Management	• Interdisciplinary/Advisory: Multi-disciplinary team tasked with providing subject matter expertise across operational and technical interdependent functions. Focus on integrated design/build decisions, development of issue remediation, change control review, and providing operational and technical feedback on impacts to overall implementation. • Project Management: Charged with supporting day-to-day project management operations at the program level. Project management team supports project management functions (status, issue/risk management, etc.), program budget management, coordination of program related events, and program integration with other related projects required to enable the overall implementation.
User Experience Workgroups	• Defines departmental workflows, design decisions, processes, policies, procedures, and adoption (inclusive of change management, communication, training, and value attainment).

PROJECT MANAGEMENT

Introduction. The purpose of project management is to coordinate initiation, planning, controlling, monitoring, and closing activities to achieve project goals. Oracle will provide recommended practices and a methodology framework. Oracle and You will each designate individuals responsible for acting on their behalf. These individuals will confirm both parties perform their respective obligations herein, and act as the principal contact regarding the project. All such individuals will make themselves reasonably available as appropriate to discuss issues relating to the professional services to be provided. Either Oracle or You may designate a new representative by written notice to the other.

Work Stream	Oracle	You
Establish a project management plan to describe how the project will be executed, monitored, and controlled	R	C
Provide recommended practices and program management methodology	R	C
Create and maintain project plan	R	C
Create project status reports	R	C

Project Documentation. Project documentation is stored on the project portal site and documents the baselines, goals, and changes for the project. Project documentation encompasses all pertinent project information and artifacts necessary for project completion. All projects are required to utilize the project portal site.

Work Stream	Oracle	You
Create documentation of plans for reference throughout the project	R	C
Create, provide access to, and maintain a project portal site	R	C
Use the project portal site as a repository for all project artifacts, issue and risk logs, and the system of record through project completion	R	C

Training Management. A training management plan provides the training delivery model, key training events, roles and responsibilities, and training materials. The material provided within the training management plan will aid You and Oracle in successful training delivery and minimize adverse impacts to the project objectives and schedule.

Work Stream	Oracle	You
Confirm training is accessible to all end users	C	R
Confirm end users demonstrate proficiency for a successful go-live	C	R
Identify super users	C	R
Establish awareness of the go-live prior to classroom training	C	R

Risk Management. A risk management plan describes how risks will be documented, which includes the categorization, owner, mitigation, and analysis of the risk. The purpose of a risk management plan is to provide actionable methods to reduce the likelihood of adverse impacts to the project. A risk management plan will be established at the beginning of the project.

Work Stream	Oracle	You
Risk identification	R	C
Risk assessment	R	C
Risk prioritization	R	C
Risk tracking	R	C
Project quality dashboard – risks	R	C
Risk mitigation / resolution	R	C
Risk communication	R	C

Human Resource Management. A human resource management plan documents the resources required, the roles and responsibilities of each required resource, and staffing expectations throughout the duration of the project. A human resource management plan will be established at the beginning of the project.

Work Stream	Oracle	You
Develop the Project Team	C	R
Staff Management	C	R
Establish and communicate Roles and Responsibilities to assigned team members	C	R
Confirm appropriate project onboarding for new team members	C	R

Model Localization. The Model Experience, or "Model" contains recommended workflows, application configuration and content, recommended devices and their integration, project management reference material and tools, and training and adoption documentation. Model localization is the process through which Model workflows, system processes, configurations and content decisions are reviewed and made by You. Deviation from Model, outside of necessary localization, must be reviewed, approved, and implemented through the Oracle Health CommunityWorks Global Change Management process. Deviation from Model may also require review and agreement by the appropriate governance committees and evaluated for impacts to project scope, timelines, and professional services fees.

Work Stream	Oracle	You
Provide access to Oracle-recommended Model content and workflows	R	C
Localize Your domain through data collection, design, and build	R	C
Follow Oracle's Model deviation escalation process if decisions are made against Oracle recommended practices	C	R
Test and validate localized system	C	R

Data Collection. Data collection is the capture of information used to configure the database. You must provide Data collection to Oracle in an Oracle-defined format called a Data Collection Workbook. You and Oracle will work collaboratively to complete data collection activities throughout the Align and Validate gateway phases of the project as outlined herein.

Work Stream	Oracle	You
Review and assign data collection in accordance with project scope	R	C
Provide system context for data collection assignments	R	C
Accurately complete data collection assignments by a date agreed upon by the parties	C	R
Utilize project portal to complete and submit data collection	C	R

Workflows. Workflows are designed and built within Workflow Designer. Workflow Designer is a proprietary tool that allows both You and Oracle to view, create, and modify workflow diagrams that support organization-specific processes. Workflow Designer provides a centralized repository for storing recommended future-state workflows with formatting that is standardized across work streams, facilities, departments, and roles. Workflows are an essential reference point for test script development, training development, and a successful go-live.

Work Stream	Oracle	You
Sponsor workflow development activities	C	R
Provide access to and review Oracle standard workflows	R	C
Localize all applicable Oracle standard workflows to Your future-state workflows for Oracle electronic health record	C	R
Utilize governance structure to validate and gain executive approval of all future-state workflows	C	R
Publish future-state workflows to be accessible to the project team and You through testing, training, and go-live	C	R
Sign off on all future-state workflows	C	R
Align workflow design across El Centro and Pioneers facilities	C	R

Oracle Solution Integration. Solution integration is the coordination of design, system validation, and integration activities across solutions and venues of care. Oracle will guide Your project teams in understanding, designing, and validating integration points across solutions. Additionally, Oracle and You will work to plan and execute domain, issue, and change control strategies across integrated solutions.

Work Stream	Oracle	You
Provide domain and code strategy in alignment with project timeline	R	C
Align Your project team members with Oracle's integration architect for post go-live knowledge	C	R
Facilitate integration discussions and education for cross-solution workflows	R	C
Define and manage domain change control policies and procedures	R	C
Provide You education on Oracle code management and support resources	R	C

TESTING ACTIVITIES

Unit Testing. The purpose of unit testing is to test each data element within a Data Collection Workbook individually in the front-end solution.

Work Stream	Oracle	You
Sponsor the testing activities	C	R
Communicate the objectives to key stakeholders	C	R
Oversee localization of unit test scripts	C	R
Execute unit test scripts	C	R
Record pass/fails and document issues	C	R
Review testing results	C	R
Resolve reported issues	R	C
Provide updates on testing progress and results	C	R
Store testing progress and results	C	R

System Testing. The purpose of system testing is to test front-end workflows within a single solution.

Work Stream	Oracle	You
Sponsor the testing activities	C	R
Communicate the objectives to key stakeholders	C	R
Oversee localization of unit test scripts	C	R
Execute unit test scripts	C	R
Record pass/fails and document issues	C	R
Review testing results	C	R
Resolve reported issues	R	C
Provide updates on testing progress and results	C	R
Store testing progress and results	C	R

Integration Testing. The purpose of integration testing is to test cross-solution workflows to ensure seamless transition through a patient's visit. There are many pre-requisites to integration testing, and both parties agree to review and fulfill such pre-requisites before proceeding with these testing events. Integration testing scorecard must reflect an acceptable score and/or have defined mitigation plans documented and executed in order to progress to next milestone event. If there is not a documented and executed mitigation plan (if applicable), Oracle reserves the right to delay project go-live. Oracle will not be responsible for, and expressly disclaims all liability for, any claims, actions, or demands involving or relating to any such project delays.

Work Stream	Oracle	You
Sponsor the testing activities	C	R
Communicate the objectives to key stakeholders	C	R
Oversee localization of system test scripts	C	R
Execute system test scripts	C	R
Record pass/fails and document issues	C	R
Review testing results	C	R
Resolve reported issues	R	C
Provide updates on testing progress and results	C	R
Store testing progress and results	C	R

TRAINING

- **Introduction.** Implementations must include a comprehensive training program to ensure users are adopting the system as intended and are prepared to meet desired outcomes. You are required to hold users accountable for completing education on workflows and products not leveraged prior to this project. If training is not completed, Oracle reserves the right to delay project go-live. Oracle will not be responsible for, and expressly disclaims all liability for, any claims, actions, or demands involving or relating to Your (or any of Your users') failure to complete recommended or required training and education prior to go-live.

- **Oracle Learning Framework.** The purpose of the Learning Framework is to provide You with a comprehensive learning strategy designed to reach the organization's value, outcomes, and goals. The learning methodology comes with a web-based portal and delivers role-based, best practice learning journeys that are aligned with Model. The content and Learning Portal platform are intended for project team members and end users.

Work Stream	Oracle	You
Manage and monitor journey assignments for products not leveraged prior to this project.	R	C

- **Training Program Management.** The purpose of training program management is to define the training strategy for Your users and oversee the execution of that strategy in conjunction with Your training team. The User Learning Strategy - CommunityWorks template will be reviewed with You prior to the Align gateway.

Work Stream	Oracle	You
Develop recommended end user training strategy and delivery plan	R	C
Propose high level curriculum offerings	R	C
Make Your resource requirements (classrooms, trainers, super users)	R	C
Identify and confirm necessary Your resources	C	R
Develop overall training classroom schedule	C	R
Manage overall training classroom logistics	C	R

Training Material Creation. The purpose of training materials is to provide You with support for adoption activities. Training materials help to confirm that end user skill and workflow competencies are developed prior to system use in a live, production domain.

Work Stream	Oracle	You
Provide access to standard training materials via a web-based portal	R	C
Assess workflow localizations and impact to Model training materials	C	R
Localize Model training materials including instructor agendas, practice activities, job aids and assessments	C	R

End User Training. The purpose of end user training is to confirm Your end users understand and have adopted new workflows, processes, and technology. Oracle requires 100% of users leveraging new workflows or products to be trained by go-live. One week prior to go-live, 90% of end users must have completed training with the remainder enrolled. End users are required to complete a workflow-based competency assessment in order to pass training. If 90% of end users have not completed the required training, Oracle reserves the right to delay project go-live. Oracle will not be responsible for, and expressly disclaims all liability for, any claims, actions, or demands involving or relating to Your (or any of Your users') failure to complete recommended or required training and education prior to go-live.

Work Stream	Oracle	You
Manage on-site end user trainer logistics	C	R
Create patients for end user training	C	R
Deliver end user training for the relevant roles	C	R
Validate participant proficiency on the content through a competency assessment	C	R
Manage and execute remediation plans for end users requiring additional education	C	R

GO-LIVE SUPPORT

Operational Cutover. The purpose of operational cutover is to ensure the system is ready for production use from an operational perspective. The operational cutover strategy provides You the knowledge necessary to successfully transition operational support to Your staff to manage the production system from and after production.

Work Stream	Oracle	You
Develop, as applicable, a detailed clinical, revenue cycle, and operational cutover plan that will be used to prepare Your departments for conversion	R	C
Communicate cutover strategy to Your department leaders and end users	C	R
Estimate and assign resources for backloading of data entry into the Oracle system if necessary	C	R
Establish operational policies and procedures for downtime	C	R
Sign the "Go-Live Approval" form" stored on the project portal	C	R
Sign the "Go-Live PECA" form stored on the project portal	C	R

Technical Cutover. The purpose of technical cutover is to confirm the system is ready for production use from a technical perspective. Each solution has specific, technical steps that must be completed prior to production readiness. Technical cutover ensures that all solutions are ready for production use.

Work Stream	Oracle	You
Prepare a cutover plan at the solution level	R	C
Establish go/no-go readiness criteria and facilitate checkpoints	C	R
Manage device deployment	C	R

- **Command Center Operations.** Oracle and You will provide application and technical support and troubleshooting for issues logged to the help desk or command center during the go-live event.

Work Stream	Oracle	You
Manage on-site command center logistics	C	R
Establish go-live governance and escalation process	C	R
Align Oracle resources for solution and technical go-live support per scope	R	C
Align Your resources for solution and technical go-live support for all impacted areas	C	R
Manage issue management process	C	R

- **At-the-Elbow Support.** You will provide at-the-elbow support preceding, during, and following go-live. At-the-elbow-support is typically provided to all applicable clinical and operational roles in Your organization. The duration and amount of Oracle at-the-elbow support, if applicable, will be determined and documented within the applicable Service Description.

Work Stream	Oracle	You
Provide inputs for at-the-elbow support model such as number of end users and physical locations	C	R
Create at-the-elbow support model based on recommended practices	C	R
Align Oracle and Your resources to appropriate end users and physical locations	C	R

- **Post Go-Live Application Support.** After go-live, Oracle will provide remote application support until turnover to Oracle's applicable support organization.

Work Stream	Oracle	You
Manage issue management process	C	R
Provide guidance on issue resolution and troubleshooting	R	C

TRANSITION TO ONGOING SUPPORT

Turnover to Support. The Oracle project team is responsible for initiating and driving the transition and turnover process to production support beginning at least thirty (30) days prior to go-live. Oracle and Your project teams will jointly complete a turnover document for their respective solutions. At the time of turnover, all existing issues will remain with the current Oracle owners, and all new issues that remain unresolved after Your troubleshooting efforts have concluded will be reported to Oracle's applicable support organization.

After go-live, Oracle will provide remote application support until the formal turnover to Oracle Health's Application Management Services ("AMS") division. For clinical and ancillary solutions, turnover date will be up to ten (10) days after the go-live event. For patient accounting solutions, the turnover process is up to ten weeks after the go-live event.

ACCEPTANCE

Acceptance Upon completion of the Services agreed upon to be delivered prior to the initial Go-Live event on the Go-live Approval form, Oracle will provide You with written notice (e.g., a Process for Executing Client Approval [PECA] document). If You fail to provide written notice within ten (10) business days prior to first productive use (e.g. Go-Live event), the Services shall be deemed completed at the end of the review period.

Project Delays	If You request that a project be suspended or You request delay in start of the project greater than sixty (60) days beyond the estimated project start date, the terms of suspension or delay will be set forth in a separate Ordering Document. Additional fees may be incurred when the project resumes, including, but not limited to, increased professional service rates, planning, defining scope, reviewing, and documenting completed work, and educating new project team members. You acknowledge that Oracle is not obligated to provide the same project team members that were assigned to the project prior to the suspension or delay.
Command Center Support for Go-live Event	Oracle will provide remote application support and troubleshooting for issues logged to the help desk or command center during the go-live event. Oracle's standard Critical Access Hospital coverage provides five (5) days of support: • Four (4) days of 7 am to 3 pm local time coverage • One (1) concurrent day of support 7 am – 12 pm local time • Support will consist of remote bridge line support facilitated by Oracle project management and Your project management. Solution consultants will be engaged via bridge line as issues are reported.
Oracle Project Team Workspace Assumptions	You will provide network connectivity to Your network, access to a network laser printer, and access to Your appropriate domains and workstations using *Citrix* access.
Your Project Team	You will identify and engage your departmental Subject Matter Experts and Super Users at least 45 days before the Workflow and Integration event. If Your team is not available within that timeframe, such delay will be considered a change in scope and will require the execution of a separate Ordering Document setting forth the additional work effort and additional professional services fees. Oracle will help to identify Your required roles and Full-Time Employee FTE allocations.
Assumptions	Oracle is providing the design and standardization per solution. You agree to follow Oracle's design recommendations and use the standard content. You will focus on localized deliverables, final system validation, training, and overall system education. You acknowledge that for Oracle to provide a cost-effective hosting solution, the applications will be hosted in a shared environment along with other participants. You further acknowledge that this shared environment requires some degree of standardization, including, without limitation; design, workflows, timing of upgrades, additions of new solutions, and system changes.
Scope Overview	The scope of the implementation is based upon the specific assumptions set forth in this scope, to be delivered during initial phase of implementation. If scoped items must move to be implemented after the initial phase of the project, additional fees and professional services may be required and delivered on a new quote document. Each party (or its designee) will fulfill project tasks/activities and responsibilities assigned to such party in this scope. This scope describes the solutions to be implemented, duration of the implementation and the Services to be performed. This scope is based on the latest generally available Oracle Health Millennium software release, project timeline, and use of Consulting Framework, *Bedrock*, Model Experience content and recommendations. It is also assumed that You will provide data required to configure the system in an Oracle-defined format. Either party may identify a change in assumptions, tasks, duration, services, facility scope, or resources required from Oracle or You. Such change may result in additional fees, an adjustment or extension of the timeline, and will only become effective upon written approval by both parties.
Scope Control	There are controls on scope for the total number of a particular item within certain solution sections. Controls are present for the following reasons: To achieve the project timeline with Your estimated project resources Recommended use of the system and ease of maintenance long term Maintain standard consulting fees Controls on items are not functional limits of the Oracle Health Millennium System. All requested modifications to this scope must be evaluated for potential impact to the project plan and may result in a longer project timeline, additional Oracle/Your resources, and/or additional fees. Oracle has a scope management process that will be utilized throughout the implementation to help keep the project on track. This engagement is scoped as a current-state consolidation effort and excludes optimization activities except where expressly identified in this Ordering Document.
Optimization Definition	**Optimization** refers to any activity that changes, redesigns, improves, standardizes, enhances, streamlines, or transforms existing operational workflows, data structures, configurations, business rules, reporting

	logic, or departmental processes beyond what is required to combine the existing entities into a single operational environment. Optimization work is explicitly excluded from the fixed-price scope unless otherwise documented.
Migration of El Centro Localized Data	Localized configuration data in the current El Centro environment will be migrated to the current Pioneers environment.
Trademarks	*HL7* is the registered trademark of *Health Level Seven International,* and their use of these trademarks does not constitute endorsement by *HL7*. *Citrix* is a trademark of Citrix Systems, Inc. and/or one or more of its subsidiaries, and may be registered in the United States Patent and Trademark Office and in other countries.

Custom Professional Services - Advisory Services (B110294)

Service Project Name: SSC for Clinical AI Agent Adoption

Description of Services	Oracle will provide the following Services to support adoption of Clinical AI Agent for El Centro providers: • Host a kickoff call to understand Your specific workflows and areas of concern • Formulate a plan to initiate changes in each area and build required for each • Provide twenty (20) weeks of virtual support, reviewing and assessing the following solutions with one (1) respective consultant: o Physician Experience • Provide general support for up to two (2) hours weekly • Advise on recommended workflows, opportunities for optimization, and solution questions • Formulate a training plan to initiate changes in each area and build required for each • Host a scheduled wrap up call at the end of the engagement
Your Cooperation / Obligations	You are responsible for the following obligations: • Connect consultants with the appropriate customer stakeholders, including the aligned IT analyst(s) the consultants will support. • Customer stakeholders are available and engaged during entire project • Complete any required data collection or system validation by or before the deadline(s) set by the Oracle Health team • Complete audits by or before the deadline(s) set by the Oracle Health team • Create an internal training plan that will take place for future new staff members
Assumptions	• The overall duration of this project (from project kick-off to completion), based on the scope of services set forth, is expected to be twenty-four (24) weeks • This project will be supported remotely. Any on-site support requested by You will be subject to additional travel costs to be incurred at Your expense. Support will occur during normal business hours, Monday through Friday, 8 AM to 5 PM local time. • Consulting engagement does not cover an overhaul of system build or build incurred due to changes in design decisions. • All build changes that are not completed at the end of the event will be requested to AMS by You and/or additional scope will be provided • Existing collateral will be provided to support education and adoption. No custom documentation will be provided by Oracle Health. • You shall incur additional fees if services are requested beyond this scope

Service Project Name: Regulatory Advisory Consulting Promoting Interoperability and MIPS Regulatory
Legacy SKU: B111685

Overview	• Exposure to what is occurring in the various policy and standards committee and workgroup meetings • Experience of other Promoting Interoperability and MIPS clients • Focused effort and push on obtaining compliance and adoption
Engagement Duration	• Begin two (2) months before go-live and concludes eleven (11) months after go-live • Conduct one (1) Promoting Interoperability workshop • Participate in bi-weekly status calls
Assumptions	• Either Oracle or You may designate a new representative by written notice to the other. • If You are not contracting with Oracle to submit MIPS Quality data, You are responsible for identifying and executing an appropriate mechanism for MIPS Quality submission. This includes a mechanism for extracting needed data from the EMR. • Following go-live, issues requiring more detailed troubleshooting will be logged by You, following current support services methodology.
Task Force	TABLE 1 – Task Force Activities (P = Primary, R = Review, A = Assist) / **Oracle Resource** / **Your Resource** Lead bi-weekly calls / P / A Complete initial Promoting Interoperability Functional Report build / P / A

Complete initial MIPS Quality implementation for which Oracle has standard content as a data submission vendor for the current reporting requirements	P	A	
Assists with PI Functional Report Interpretation and Triage	P	A	
Assists with MIPS Quality report measure interpretation and triage	P	A	
Provides list of EMR-applicable Improvement Activities (IA) for MIPS	P	A	
Provides guidance for successful PI and MIPS attestation	P	A	
Identify and secure necessary resources to attend calls and to convey information to appropriate internal departments and users for decision making and education	A	P	
Review training resources and strategies	R	P	
Facilitate decision making by providing timely education on latest Promoting Interoperability and QPP/MIPS policy	P	A	
Guide decision to ensure potential risks are known at the time of decision	P	A	
Completes and retains attestation handbook	R	P	
Enters attestation information in CMS or state-identified portal for PI functional reporting and MIPS PI and IA.	R	P	

Custom Professional Services - Clinical Operations (B110296)

Service Project Name: Antimicrobial Usage and Resistance Reporting
Legacy SKU: B111677

Description of Services	Oracle will perform the following services:
	• Install the Antimicrobial Usage solution which extracts medications and routes from the electronic medical record following National Health Safety Network (NHSN) regulatory guidelines
	  o Antimicrobial Usage Report numerator
	  o Antimicrobial Usage Report denominator
	• Review and configure the following per NHSN requirements:
	  o Anti-infective medications
	  o Routes of administration
	  o NHSN Location mapping
	• Configure Antimicrobial Resistance Reporting according to Model Experience
	  o The following will be reviewed and configured per NHSN requirements:
	  ▪ Organisms
	  ▪ Susceptibility methods
	  ▪ Susceptibility interpretations
	  ▪ Specimen types
	  ▪ NHSN specimen types
	  ▪ Concept Mapping – organisms and specimen types
	  ▪ NHSN Location mapping

Your Cooperation / Obligations	You are responsible for the following obligations. • Complete Antimicrobial Resistance Reporting prerequisites prior to engagement o Validation of Oracle Health Microbiology or Discrete Interfaced Microbiology System • Obtain an understanding of National Health Safety Network (NHSN) regulations and requirements as they relate to Antimicrobial Usage and Resistance Reporting

Assumptions	• The following prerequisites must be met prior to project engagement for Antimicrobial Resistance:
	  o Oracle Health Microbiology or Discrete Interfaced Microbiology System
	• The Resistance Reporting solution extracts microbiology cultures and susceptibility data from the electronic medical record following National Health Safety Network (NHSN) regulatory guidelines.
	  o Antimicrobial Resistance Report numerator
	  o Antimicrobial Resistance Report denominator
	• Optimization activities, as defined in the General Scope section of this Ordering Document, are excluded from scope.

Service Project Name: Supply Point of Use
Legacy SKU: B105883

Description of Services	Oracle Health will provide the following Services:
	• Point of Use technology allows the user to document charge capture as well as dispense, return, and waste against a Patient Encounter
	• Ability to scan UDI barcodes and capture UDI requirements at the equipment instance and non-catalog item entry
	• Configure for Oracle Health Supply Point of Use (POU)
	  ○ Core Inventory Database
	  ▪ Transaction Types
	  ▪ POU Location Mapping
	  ○ Item Location
	  ▪ Up to one (1) item location, Scan Items
	  ○ Profile Build
	  ▪ Up to one (1) profile per facility

Assumptions.	• You have a single enterprise Item Master, General Ledger, and non-Millennium financial system. • Item master has 1:1 relationship between Item Number and Charge Number • Consolidation will be determined by Your centralized governance structure • Optimization activities, as defined in the General Scope section of this Ordering Document, are excluded from scope. • Assuming vendors are ready to engage at project start up. • Charge master, item master, and vendor master consolidation will be completed prior to project kickoff.

Service Project Name: Supply Point of Use [Item Sync]
Legacy SKU: B105880

Description of Services	• Item Synchronization Interface inbound to Oracle Health Millennium to integrate the supply item master for Surgery or Chargeable Items via an Item Synchronization interface from third party
	• Supply Usage outbound interface with capability to send supply item usage data to third-party ERP system
	• Ability to automate full life cycle of Bill Item Supplies including Charge Services Integration to mark-up supplies using inventory cost interfaced from third-party ERP system
	• Oracle Health will provide the following services ("Services").
	• Configure for Oracle Health Item Sync and Supply Usage Interfaces
	  ○ Core Inventory Database
	  ▪ Inventory Location Hierarchy and adjacent settings (Transaction Types, Fill/Return Hierarchy)
	  ▪ Manufacturers
	  ○ Item Master Item Components
	  ○ Supply Charging Components
	  ▪ Charge Number
	  ▪ Price Markup Formula
	  ▪ Charge Services Integration Operations Job
	• Collaborate with You and Foreign System Interface (FSI) Services on standard Interface design and testing
	  ○ An Item Master Sync inbound interface that receives item master data from one non-Millennium system to Millennium. These transactions will

	follow the Millennium standard Item Master Inbound interface specifications. ○ A Supply Usage outbound interface that sends supply usage data from Millennium to one non-Millennium system. These transactions will follow the Millennium standard Supply Usage outbound interface specifications.
Your Cooperation / Obligations	You are responsible for the following obligations. • Crosswalk activities of legacy data • Item Master Cleanup Efforts in External ERP item master
Assumptions	• You have a single enterprise item master, General Ledger, and non-Millennium financial system. • Item master has a 1:1 relationship between Item Number and Charge Number. • The services will be performed remotely unless otherwise agreed upon by Oracle and You • Optimization activities, as defined in the General Scope section of this Ordering Document, are excluded from scope. • Consolidation will be determined by Your centralized governance structure

General Scope – Consulting / Professional Services (CommunityWorks)

Custom Professional Services - Clinical Suite (B110297)

Service Project Name: Oracle Health E.H.R. Migration Ambulatory Primary Care
SKU: B110297

Description of Services	Oracle Health will provide the following services ("Services"). • Deploy AI Capabilities: o Pre-visit summaries o Condition summaries o Medication summaries o Conversational search o Navigation search o Inbox message drafting • Implementation Approach o Complete data ingestion, domain provisioning, and data validation. o Provide adoption consulting, including the creation of User Enablement Strategy. o Provide AI comprehension pre-read materials to You for Your users to learn AI best practices using native language. o Conduct one (1) Train-the-Trainer session, according to the project workplan. o Provide templates for documenting End User training schedule o Provide Go-live support virtually for up to five (5) days during normal business hours. o Transition You to the appropriate support team as defined in Your order up to ten (10) days post Go-live, as applicable o Provide adoption reporting and communicate to You via email for twelve (12) weeks post day one of Go-live o Provide Services closure documentation and communication, inclusive of success criteria results. o Provide post Go-live guidance on leveraging provided eLearning modules for future onboarding purposes
Your Cooperation / Obligations	You are responsible for the following obligations. • Complete the Oracle provided AI comprehension pre-read materials by Your designated roles per the project plan. • Validate the Oracle Health EHR system is functioning as expected based on Oracle Health Foundation EHR platform data ingestion and is ready for immediate user consumption. • Complete User Enablement Strategy Guide. • Create and execute Your learning strategy for the following: o Training program management. ▪ Communicate the education training plan and requirements to all participants • Super User training. o Complete super user training in accordance with the following: ▪ 100% of super users must have completed assigned eLearning modules, prior to super user training. • End User training. o Complete End-User Training Schedule template. ▪ Complete and monitor classroom assignments and all End-User Training. • Develop training plans for all users requiring remediation. o Collaborate with Oracle Health to engage and execute these Services within three (3) years of contract signature.
Assumptions.	This scope of work will be delivered on existing positions • Go-lives are specific to the Ambulatory Primary Care, Physician position • All services set forth in this scope will be performed remotely. • Previous or concurrent implementation of PowerChart Ambulatory is required to support the Oracle Health EHR.

	• If You request on-site services, additional professional services hours will be required at Oracle Health's then-current fees. • You acknowledge that for Oracle to provide a cost-effective hosting solution, the applications will be hosted in a shared environment along with other participants. You further acknowledge that this shared environment requires some degree of standardization, including, without limitation, design, workflows, timing of upgrades, additions of new solutions, and system changes. • Kickoff may occur after the kickoff event described in the General Scope section of this Ordering Document, dependent on product availability • Go-live may occur after the go-live event referenced in the General Scope section of this Ordering Document

Service Project Name: Medication Scanning for Ambulatory
SKU: B110297

Description of Services	Oracle Health will provide the following Services: • Implementation of inpatient formulary and clinic medication integration. The services cover the design considerations, build, and testing for clinic and inpatient formulary medication integration. • The build workflow includes the formulary build, synonym virtual viewing, sentence review/virtual viewing, ambulatory charge DTAs, ops job for hold status build, and workflow discussions.
Client Responsibilities	You are responsible for: • Adding clinic medications to inpatient formulary • Maintenance of clinic medications in formulary after initial configuration
Assumptions	• All included clinic locations will have a shared formulary and computer physician order entry (CPOE) setup

Service Project Names: EHR Nursing Mobility
Legacy SKU: B103729, B103924

Description of Services	Oracle will provide the following Services net new for El Centro and Pioneers: • Configure Oracle Health EHR Nursing Mobility to enable Barcode Medication Administration. • Provide one (1) label-with-armband, that includes an Aztec bar code, if Oracle Health Registration is being implemented. • Conduct audits on the formulary, order sentences, and PowerPlan plans to identify potential scanning issues (Oracle Health EHR Nursing Mobility Medication Administration relies on intact CareAdmin or CareMobile scanning functionality).
Your Cooperation / Obligations	You are responsible for the following obligations: • Utilize a medication supply company, repackager, robot or pharmacy label including a dispense history ID bar code to have the ability to administer scheduled, unscheduled, PRN, and continuous infusions (begin bag event only), uniquely bar coded at the unit dose level. • Provide to Oracle Health Pharmacy-generated labels with a dispense history id bar code. • Make any necessary modifications to the patient wristband. • Perform scan through on-shelf formulary items to validate formulary completeness. • Complete Pharmacy Shelf Scanning for additional areas containing medications and/or purchase additional services from Oracle for subsequent assistance. • Provide Oracle implementation team remote access to Mobile Device Management and Enterprise Mobility Management for the duration of the engagement.

Assumptions	• Oracle Health Cloud domains to be implemented will include one (1) production and two (2) non-production domains. The non-production domains for Oracle Health EHR Nursing Mobility in the Oracle Health Cloud cannot be moved once onboarded. • Facilities in scope: two (2) • Oracle Wireless Network Validation Assessment must be successfully completed, with the Network Assessment report stating that Data is 'Ready', and You have passed Oracle's wireless requirements, prior to resources being assigned and prior to the project kickoff. • A separate Oracle Health Ordering Document is required if You request extended support, support coverage, or both. • A new Oracle Health Ordering Document is required to implement in additional facilities or *Oracle Health Millennium Platform* domains; additional fees will apply.

Service Project Name: EHR Nursing Mobility [Clinicals]

Legacy SKU: B103733

Description of Services	Oracle will provide the following Services: • Assist in the deployment of the following features of Oracle Health EHR Nursing Mobility Specimen Collection: o Patient information o Care team and patient list integration o Real-time at point of care capture of collection information including date and time and the collector's ID o Identification of the correct specimen to be collected • Configure Oracle Health EHR Nursing Mobility to enable the Specimen Collection application • Include one (1) label-with-armband that includes an Aztec barcode if Oracle Health Registration is being implemented. o If Oracle Health Registration is already live or a foreign registration system is being used, then You will be responsible for making necessary modifications to the patient wristband. • Assist in the validation of up to two (2) Oracle-supported printers per facility in scope. • Conduct kickoff and current-state review event. • Support integration testing. • Provide test scripts and assist You in development of training plans • Code Sets: Reasons Missed, Specimen Filtering, Container Colors, Order Priority • Reporting Metrics for Specimen Collections • Security, Task Access, and Privileges (Allow Chart Not Done) • Install Oracle-hosted appliance (if applicable)
Your Cooperation / Obligations	You are responsible for the following obligations: • Your technical team will be responsible for wireless printer deployment for additional printers. • Make any necessary modifications to the patient wristband. • Perform scan-through by scanning accession labels to ensure they scan appropriately. • Localize education collateral and training of solution users
Assumptions	• Implementation of the traditional Oracle Health CareAware Platform implementation is limited to one (1) production environment and two (2) non-production environments. • Facilities in scope: two (2) • Implementation of the Oracle Health CareAware Platform Cloud platform implementation is limited to one (1) production and two (2) non-production environments. The non-production domains for Oracle Health CareAware Platform EHR Nursing Mobility in the Oracle Health Cloud cannot be moved once onboarded. • On-site conversion support will be provided as a single event covering both facilities in scope. • Nurse Collect and Phlebotomy Management workflows are implemented on the same timeline accounting for a single conversion event.

	• Oracle Wireless Network Validation Assessment must be successfully completed, with the Network Assessment report stating that data is 'Ready' for both facilities in scope, and You have passed Oracle's wireless requirements, prior to resources being assigned and prior to the project kickoff. • A separate Oracle Health Ordering Document must be executed by You for Oracle to implement in additional facilities or Oracle Health Millennium domains; additional fees will apply. • Project prerequisites include: o Point of Care Specimen Collections licensed o Oracle Health EHR Nursing Mobility or Clinical Mobility Extension licensed o One (1) of the following major Oracle Health Millennium laboratory solutions should be implemented and/or in-process of implementation: General Laboratory, Microbiology, HLA, Blood Bank Transfusion, or Oracle Health Millennium Helix for Laboratory. • Oracle will provide the following conversion support: Three (3) days of twelve (12) hour command center technical support and three (3) days of twelve (12) hour Point of Care command center support. • A separate Oracle Health Ordering Document is required if You request extended support.

Service Project Name: Bedside Medical Device Integration
Legacy SKU: B103737

Description of Services	Oracle Health will provide the following Services: • Conduct a solution overview focus group (remote, one (1) hour) with relevant client project team(s) including Clinical Leads, Clinical Engineering, Application Analyst, IS Analyst, Network Administrator, and Project Manager roles • Prepare mutually agreed-upon project plan outlining implementation events and activities • Configure *iBus* for connected devices, including drivers and required capabilities • Configure up to ten (10) Oracle Connectivity Engine (OCE) devices and associated device adapters, if connecting directly to medical devices through an OCE o Devices connecting through a third-party gateway or by other means do not require an OCE • Establish connectivity to device(s) • Collaborate with Your project team(s) through configuration and verification of parameter mapping from the device to the electronic health record • Collaborate with Your project team(s) through troubleshooting and the resolution of issues that arise during testing • Provide up to three (3) specialized solution training sessions, each comprised of up to two (2) hour events, as outlined in the project plan • Complete an installation per interface one (1) production and one (1) non-production environment o Number of unique Oracle Health Bedside Medical Device Integration (BMDI) device models: Up to three (3) o Number of facilities to be implemented: 1 o Number of beds to be fully configured by Oracle Health: Up to 10 • Oracle Health will provide on-site support for one (1) go-live event with up to 40 hours of dedicated support, including medical device cutover and three (3) days 12 hour support • Oracle Health Consulting will provide 30 days of on call support post the go-live date, during normal business hours (Mon-Fri 8a-4p CST)
Your Cooperation / Obligations	You are responsible for the following obligations: • Configure and connect Oracle Health Bedside Medical Device Interface (BMDI) device connectivity hardware to the facility network as per the project plan • Perform all parameter testing and unit validation with all Oracle Health BMDI devices in scope • Manage aspects related to Your equipment and medical devices located at Your facilities to include procurement, installation, management, and support • Provide connectivity from your facility to the *iBus* Cloud application through secured internet connection
Assumptions	• Any failures to meet your obligations or changes from contractual scope, deliverables, your cooperation, project assumptions, or any other aspect of Your order, may trigger a Change

	Request Form documenting the changes which will include an impact assessment to determine if additional fees or time will be needed to deliver the scope in the Ordering Document. Oracle shall not be obligated to perform, and You shall not be obligated to pay for, tasks related to any such changes unless agreed upon in an amendment to Your order

Service Project Name: Document Management [Batch Preparation Filename Parse]
Legacy SKU: B103712

Description of Services	Oracle will provide the following Services: • Install and configure the Enterprise Document Management system, which includes the use of Batch Prep Parse ○ Services are included for up to 1 electronic feed • Perform setup and testing in one (1) non-production and one (1) production domain • Provide remote support for conversion assistance • Educate You on the configuration and operational procedures for maintenance purposes
Your Cooperation / Obligations	You are responsible for the following obligations: • Route images to a folder accessible by the Batch Prep service using SFTP, the standard method of transfer • Ensure files have appropriate patient and document type index information in the document's filename as outlined below: • BatchType^BatchName^EncounterNumber^MRN^DocumentAlias.tiff
Assumptions	Appropriate hardware and licensing are in place and You are current on Maintenance payments. • Application and project management duration will be the length of the project, estimated to be approximately eight (8) weeks.

Service Project Name: Document Management Millennium Filing and Bursting
Legacy SKU: B103854

Description of Services	Oracle will provide the following Services: • Perform and system test like-for-like migration of all current document feeds from *ApplicationXtender* Reports Management to Enterprise Document Management Filing and Bursting.
Your Cooperation / Obligations	You are responsible for the following obligations: • Provide resources for participation and completion of all implementation events. • Localize Model Experience testing scenarios to facility workflow, fully execute all testing activities, and complete signoff on testing. • Provide production-ready documents in standard image format. • Route documents to Oracle hosted data center via Secure File Transfer Protocol (SFTP) on Your defined frequency.
Assumptions	• You are on appropriate code level to support functionality – Oracle Health Millennium 2018.14. • Configuration will be built and tested in one (1) non-production environment and one (1) production environment. • The services set forth in this scope will be performed remotely.

Service Project Name: Ambulatory
Legacy SKU: B111712

Physician and Nursing Documentation	• Ambulatory physician documentation (Dynamic Documentation)) • Nursing documentation (PowerForms) • Manage nursing activities

General Scope – Consulting / Professional Services (CommunityWorks)

	• The following specialties require additional licensing and work effort: Behavioral Health, Rehabilitation, Urgent Care, Oracle Health Oncology, and Women's Health.
Medication Process	• Document historical medications and compliance • Prescription writing with requisition printing and faxing • Oracle Health Electronic Prescription Orders and Renewal – prescription writing in PowerOrders capability • Point of Care Medication Administration – Patient and medication barcoding through tethered devices to satisfy five (5) rights checking ○ Assumes a shared formulary setup and medication markup across all included ambulatory facilities
Knowledge and Discovery	• Intelligent Medical Objects (IMO) – Ambulatory • ExitCare – Ambulatory (Patient Discharge Instructions for Ambulatory) • Enhanced Medical Necessity Content for Ambulatory
Assumptions	• Implementation is for configuration of the existing clinics in the El Centro domain as of execution of this Ordering Document

Service Project Name: Clinical Suite
Legacy SKU: B105543

Electronic Health Record (EHR)	• Clinical Data Repository • PowerOrders • Advanced Care Documentation • Medication Administration Record (MAR) • Inpatient Physician Documentation (Dynamic Documentation) • Order Sets /PowerPlans • Standard Interdisciplinary Plans of Care • Single EHR for all inpatient venues and ancillary departments • Online patient lists • View and graph results (for example, Laboratory, Radiology, Transcribed Documents, Documented Results, and Vitals) • Electronic signature and result notification • Clinician Order entry (multi-disciplinary including medications) • Nursing and interdisciplinary documentation • Manage nursing activities • Manage allergies, immunizations, problems, procedures, diagnosis, I and O • Prescription writing with requisition printing and faxing • Medication reconciliation for admits, transfers, and discharges • Nursing plans of care (PowerPlan) • Oracle Health Electronic Prescription Orders and Renewal – prescription writing in PowerOrders capability • Computerized Physician Order Entry (CPOE) • Point of Care Medication Administration – patient and medication barcoding through tethered devices to satisfy five (5) rights checking • MPages – standard venue-specific workflow MPages views • Internal system messaging (Message Center) • CareCompass includes a Multi-Patient Dashboard Summary, Activity List View, Single Patient View • Note – The following specialties require additional licensing and work effort: Behavioral Health, Rehabilitation, Urgent Care, Oracle Health Oncology, and Women's Health. Assumptions

General Scope – Consulting / Professional Services (CommunityWorks)

	• Shared admission and discern rules across all facilities • Shared order catalog across all facilities

Oracle Health Inpatient Pharmacy	• Configure consolidation of El Centro medication products to a single, shared formulary tool in the PION environment
	• Configure computer physician order entry (CPOE)
	  ○ Migrate existing Synonym virtual views for ELCE to PION domain
	  ○ Migrate existing Order sentences for ELCE to PION domain
	  ○ Migrate existing ELCE IV sets to PION domain
	  ○ Migrate existing ELCE frequencies to PION domain
	  ○ Migrate nurse witness setting from ELCE to PION
	  ○ Migrate existing ordersets from ELCE to PION
	Assumptions
	• Shared rules across all facilities
	• 1 Standard formulary with location specific flexing
	  ○ if both locations have a formulary item it would need to be the same price, rev code, charge number, cabinet ID etc.
	• Standardized price schedules
	• Standardized charging mechanisms (charge on admin)
	• Standardized synonym linking
	• Standardized med cabinet vendor
	
	Your Obligations
	• Maintain El Centro medications in the shared formulary tool once consolidation of products has been completed
	• Consolidation of formulary tool will be owned by ELCE and PION with one centralized governing body responsible for final say

Critical Care	The following processes will be documented utilizing the interactive flowsheet based on Model Experience Content for Adult ICU, PICU, and NICU: • Quick View Assessment • Systems Assessment • Lines and Devices Assessment • Ventilator Assessments • Respiratory Treatments and Assessments (e.g., Incentive Spirometry, Aerosol Therapy)

Health Information Management	• Configure necessary design updates and consolidations:
	  ○ Provider's patient chart deficiency analysis
	  ○ Deficiency letters
	  ○ Allocation dates
	  ○ Release of Information (ROI)
	  ○ Configuration of up to one hundred fifty (150) of Your ROI requestors
	  ▪ ROI requestor consolidation between both facilities
	  ○ Encoder Integration
	  ○ Profit Business Manager (PBM) Rules
	  ○ Loc Alias
	  ○ Access HIM Configuration Document
	  ○ Coding and Abstracting
	  ○ Virtual View folders
	  ○ Purge criteria rules
	  ○ Single document scanning
	  ○ Administrative Closure, per policy user
	  ○ Duplicate Notification Pool
	  ○ Refusal Inbox
	  ○ Operation Jobs

	○ Submission of network file printer for configuration ○ Deficiency document types ○ Rules relating to coding and analysis Assumptions • Configuration of localized data, as applicable, will align to Model Experience.
Knowledge Solutions	• *MediSource* Patient Specific – Oracle Health Multum Drug Database drug/drug, drug/allergy, drug/food checking • *CPT* • *ICD-10* compliant • Health Facts Reporting • Intelligent Medical Objects (IMO) – Acute Care • ExitCare – Inpatient (Patient Discharge Instructions for Inpatient)
Charge Services	Oracle will: • Consult to charge master consolidation and design • Configure: • Updates to charge master design to reflect consolidation • Updates to Charge Transformation rules to reflect consolidation and necessary updates • Update tiering logic design and configuration to reflect new facilities, billing requirements, and updates needed based on consolidation • Updates to Revenue Routing design as necessary, based on charge master consolidation You will: • Work with Oracle to complete the charge master consolidation no later than four (4) weeks prior to the first milestone event. • Perform unit testing and validation of the charge master prior to conversion Assumptions • Configuration of localized data, as applicable, will align to Model Experience. • Net new service lines will not be included • Any delay in the completion of Your responsibilities may result in the delay in the delivery and/or completion of Services.
Core Services	Core Services refer to the Oracle-identified common processes or tasks that are shared across clinical and administrative domains and applications, technical areas, and project or production tasks. Core Services are an integrated component to *Oracle Health Millennium* that has to be in place so other solutions can use it. Key items include physical location layout and personnel authorization. Oracle Responsibilities • Data collection and configuration of all physical layouts for acute patient care locations • Data collection and configuration of all provider and non-provider personnel accessing Oracle Health Millennium and their corresponding aliases ○ Duplicative providers and non-staff providers will be consolidated • Data collection and configuration of organization group(s) for an optional security level(s) that limits a user's access to view patient encounters • Data collection and configuration of Your, employer, post-acute, and place of service organizations and their components Assumptions • Configuration of localized data, as applicable, will align to Model Experience.
Oracle Health Remote Report Distribution Consulting	Oracle Health Remote Report Distribution (RRD) is Oracle's solution for sending outbound reports from various applications within Oracle Health Millennium. Outbound faxing • Oracle will work with You to design one (1) fax cover page.

	○ Consolidate existing fax cover page(s) • Any unverified fax device will be removed before conversion to prevent inadvertent disclosures. • Consolidate distributions as appropriate Assumptions • Configuration of localized data, as applicable, will align to Model Experience.
Clinical Reporting XR	Clinical Reporting XR is Oracle Health's solution for initiating and processing clinical reports. A clinical report (chart) is a document containing patient demographic and clinical result information. Clinical Reporting XR draws information entered throughout *Oracle Health Millennium* to print on reports generated by manual and automated processes. • Product Reports ○ Oracle will work with You to design the formatting of the headers and footers on reports. ○ Oracle will help determine if clinical reports should be produced automatically or on demand. Assumptions • Configuration of localized data, as applicable, will align to Model Experience.

Service Project Name: Device Integration – Laboratory
Legacy SKU: B103738

Description of Services	Oracle Health will provide the following Services: • Conduct a solution overview focus group (remote, one (1) hour) with relevant client project team(s) including Laboratory Supervisor(s), LIS Analyst, Application Analyst, IS Analyst, Network Administrator, and Project Manager roles • Prepare mutually agreed-upon project plan outlining implementation events and activities • Configure *iBus* for connected devices, including drivers and required capabilities • Configure up to three (3) Oracle Connectivity Engine Terminal Servers (OCE TS), when connecting laboratory devices requiring serial device connectivity or onsite hardware for Transmission Control Protocol (TCP) connections • Collaborate with Your project team(s) through configuration and verification of assay alias mapping from the device to the electronic health record • Collaborate with Your project team(s) through troubleshooting and the resolution of issues that arise during testing • Provide up to three (3) specialized solution training sessions, each comprised of up to two (2) hour events, as outlined in the project plan • Complete an installation per interface in one (1) production and one (1) non-production environment • Number of Lab Medical Device Interfaces to be implemented: Up to 17 ○ Lab Medical Device Interfaces include Unidirectional, Bidirectional, Microbiology, Point of Care, Multiplexor, and Robotic connections. ▪ Services are scaled for every 5+ devices managed by the multiplexor middleware, applicable to same engagement and timeline ▪ Services are scaled for every 10+ devices managed by the robotics middleware, applicable to same engagement and timeline • Number of facilities to be implemented: 1 • Oracle Health will provide on-site support for one (1) go-live event with up to 40 hours of dedicated support, including medical device cutover and three (3) days 12 hour support • Oracle Health Consulting will provide 30 days of on call support post the go-live date, during normal business hours (Mon-Fri 8a-4p CST)
Your Cooperation / Obligations	You are responsible for the following obligations: • Configure and connect Oracle Health Medical Device Interface (MDI) device connectivity hardware and laboratory analyzers to the facility network as per the project plan • Perform all parameter testing and unit validation with all Oracle Health MDI devices in scope, as per project plan

General Scope – Consulting / Professional Services (CommunityWorks)

	• Manage aspects related to Your equipment and medical devices located at Your facilities to include procurement, installation, management, and support • Provide connectivity from your facility to the iBus Cloud application through secured internet connection
Assumptions	• Any failures to meet your obligations or changes from contractual scope, deliverables, your cooperation, project assumptions, or any other aspect of Your order, may trigger a Change Request Form documenting the changes which will include an impact assessment to determine if additional fees or time will be needed to deliver the scope in the Ordering Document. Oracle shall not be obligated to perform, and You shall not be obligated to pay for, tasks related to any such changes unless agreed upon in an amendment to Your order

Service Project Name: Electronic Signature (eSignature)
Legacy SKU: B103871

Description of Services	Oracle will provide the following Services: • Build and system test Oracle Health Document Management Patient Electronic Signature environment to support patient access and procedural consent Electronic Signature workflows • Build and system test up to fifteen (15) electronic forms • Guide You in forms design for optimal workflow • Guide You in Oracle Health Model Experience workflows and processes related to signature capture • Provide advice on integration points related to upstream and downstream workflows related to document imaging • Provide virtual education on signature device configuration
Your Cooperation / Obligations	You are responsible for the following obligations: • Provide resources for participation and completion of all implementation events • Localize Model Experience testing scenarios to facility workflow, fully execute all testing activities, and complete signoff on testing • Provide to Oracle production-ready forms in PDF file format at the beginning of the project • Manage all content changes to forms including, but not limited to, logos, verbiage, headers, or footers
Assumptions	• You may need to adjust form layout and/or content for optimal digital processes • You are on appropriate code level – Oracle Health Millennium 2018.15 or higher – for procedural consent workflows • Configuration will be built and tested in one (1) non-production environment and one (1) production environment

Service Project Name: Work Queue Management
Legacy SKU: B103914

Description of Services	Oracle will provide the following Services:
	• Conduct design sessions; topics will include:
	  o Project planning
	  o Imaging process and workflow
	  o Work queue processing
	• Integration with existing fax infrastructure or network-based scanners (based off of licensure included/owned)
	• Conduct up to two (2) rounds of integration testing
	  o Lead first round of testing and use second round to train Your superusers
	• Work Queue Management installed and configured as outlined in this scope
	• Knowledge transfer for maintenance purposes
	• Superuser training for the as-built system

Your Cooperation / Obligations	You are responsible for the following obligations: • Conduct end-user training and create training documentation

General Scope – Consulting / Professional Services (CommunityWorks)

	• Procure compatible fax server
Assumptions	• Number of domains: One (1) non-production and one (1) production domain • Number of clinics: Up to ten (10) clinics • Oracle Health Document Imaging is currently installed and working or being implemented in Your production environment. • Application and project management duration will be the length of the project, approximately six (6) months, if implemented independently. If implemented in conjunction with other projects, duration will adjust to overall project timeline.

Service Project Name: Patient Flow
Legacy SKU: B103742

Description of Services	Oracle will provide the following Services:
	• Onboard You to CareAware iBus Cloud environment (applicable only to CareAware Cloud clients)
	• Review current-state workflows and strategies for *Oracle Health Patient Flow*
	• Identify optimization opportunities for future-state workflows with alignment to *Oracle Health Patient Flow* design
	• Provide guidance on *Oracle Millennium* integration points and configuration
	  o Provide guidance on integration points and configuration and mapping of transfer, discharge, or transport requests for up to ten (10) orderables
	  o Provide guidance on integration points and configuration and mapping of attributes for up to twenty-five (25) orders or clinical events included in this Scope
	• Configure locations and personnel where *Oracle Health Patient Flow* will be deployed
	  o Locations and personnel from Oracle Health Millennium Platform for acute care facilities
	  o Configure up to six (6) location attributes per acute care bed
	• Perform up to two (2) rounds of integration testing
	  o Facilitate unit testing sessions
	  o Facilitate the first round of integration testing to drive the validation of future-state workflows
	• Use integration testing to train Your superusers for the second round
	• Assist in troubleshooting and resolving issues that arise during Your testing
	• Configure standard *Oracle Health Patient Flow* gadgets and solution permissions for role-based security
	  o Create standard permission groups which will be configured based on user roles (role-level authorizations)
	  ▪ Configure up to fourteen (14) standard permission groups which will be configured based on user roles (role-level authorizations)
	  o Enable Organizational Security to match *Oracle Millennium* User organization assignments, if multi-facility deployment
	  o Assist You in recommended gadget layout for end-users
	• Configure notifications to email via Simple Mail Transport Protocol server to location
	  o Configure up to seven (7) milestone state change notifications to email via Simple Mail Transport Protocol server to location
	  o Creation of notifications and how they are routed may require additional hardware, solutions, or professional services (for example, dynamic triaging and escalation of alerts to Voice over Internet Protocol phone systems as the primary messaging vehicle would require Oracle Health EHR Nursing Mobility in addition to Care Team Assignments or Clairvia Assignment Manager)
	• Provide a set of standard reports for *Oracle Health Patient Flow* using *CareAware* Reporting
	• Perform maintenance training on *Oracle Health Patient Flow* solution build tool

	• Conduct up to one (1) train-the-trainer event as defined by the Oracle provided agenda on the use of Oracle Health Patient Flow in preparation for user training for up to ten (10) attendees • Go-Live support up to four (4) consecutive days total; up to three (3) days for twelve (12) hour day shifts and up to one (1) day for four (4) hour day shift as mutually agreed upon in a command center setting with on-call technical support throughout the night shift for critical issues • Provide remote technical support for up to thirty (30) days post go-live (upon close of this time frame, support should be organized through the standard support channels) o Post Go-Live Level 2 application support Monday through Friday, 8 am – 4 pm Central Time
Your Cooperation / Obligations	You are responsible for the following obligations: • Responsible for all aspects related to Your-owned equipment and medical devices located at Your facilities (such as procurement, installation, management, and support) • Provide connectivity from Your facility to the iBus Cloud application via secured internet connection (applicable only to CareAware Cloud clients) o Dedicated telecommunication circuit from You to Oracle Data Center can be leveraged. Additional fees will apply for new circuit deployment. • Assist in *Oracle Health Patient Flow* design to meet workflow needs • Create and execute integration testing scripts to validate future-state workflows against feature functionality • Perform required build and design changes to current *Oracle Millennium* platform and other integrated solutions • Define downtime processes with Oracle's assistance as needed • Perform all super-user and end-user training • Create training materials for future state while leveraging *Oracle Health Patient Flow* • Conduct and manage the second integration testing event • Ensure appropriate network design and coverage is available for mobile device utilization in all areas in scope • Ensure mobile devices in scope meet minimum system requirements for *Oracle Health Patient Flow* integration • Validated mobile devices must be leveraged for Environmental service and Transport service workflows
Assumptions	• Project delivery is designed for a 6 to 8-month implementation from project kickoff to conversion o Build, design, and configuration are performed remotely o Integration testing, maintenance training, train-the-trainer, and conversion support are performed on-site • Installation is limited to three (3) environments (one (1) production and two (2) non-production) • Scope assumes that Oracle Health CareAware iBus Platform and CareAware Reporting, along with the CareAware iAware framework are installed and configured to the minimum version required for Oracle Health Patient Flow in accordance with Oracle's capacity management system requirements • Validated mobile devices meeting capacity management system requirements must be leveraged for Your environmental service and transport service techs workflows • Services set forth in this Scope require a single common design, build, and shared key project milestone events for all facilities. o The need for separate project events for each facility will require execution of a separate Ordering Document to support implementation request. • On-site training classes will be conducted in a shared location for multiple facilities and/or departments in scope • Conversion support assumes a single go-live date for multiple departments or facilities, up to forty (40) hours. o You will designate two (2) Users per department to be trained on Oracle Health Patient Flow during User training; these designated superusers will be expected to drive clinical adoption during conversion providing go-live support.

General Scope – Consulting / Professional Services (CommunityWorks)

	○ Additional Services may be required if further Oracle support, in terms of associates or length of shifts, is requested at the time of conversion. ○ Oracle will provide one (1) assigned associate to work in a command center environment during the day shift and provide on-call technical support as needed through the night shift. • "Critical issues" shall mean technical issues impacting patient throughput operations that occur outside, and cannot await, the hours of 8 am to 5 pm Central Time during the period of Conversion Support • Oracle Health Patient Flow, Oracle Health Clinical Operations Whiteboard, and Oracle Health Command Center Dashboard are all implemented on a single shared implementation timeline with shared resources and events.

Service Project Name: Clinical Operations Whiteboard
Legacy SKU: B103726

Description of Services	Oracle will provide the following Services: • Review current-state workflows and strategies for Oracle Health Clinical Operations Whiteboard • Identify optimization opportunities for future-state workflows with alignment to Oracle Health Clinical Operations design • Provide recommendations on the selection of necessary Oracle Health Clinical Operations Whiteboard hardware and its placement on Your nurse stations in scope • Provide Model content for design of whiteboard including the identification of up to twenty (20) barriers to patient transitions for the design of up to three (3) discharge progression unit locations as defined by the Oracle provided agenda • Deploy required Oracle Health Clinical Operations Whiteboard product capabilities into Your Oracle Health CareAware Platform • Configure ○ Oracle Health Clinical Operations Whiteboard in iCommand build tool according to Model Experience ○ Locations and personnel from Oracle Health Millennium Platform for acute care facilities where Oracle Health Clinical Operations Whiteboard will be deployed ○ Integration mapping of attributes for up to twenty-five (25) orders or clinical events ○ Up to three (3) unique indicator profiles • Participate in up to one (1) integration testing event • Perform maintenance training on Oracle Health Clinical Operations Whiteboard solution build tool • Conduct up to one (1) train-the-trainer event on Oracle Health Clinical Operations Whiteboard and Discharge Progression Process Improvement as defined by the Oracle provided agenda in preparation for user training ○ Up to one (1) session with Your clinical education lead(s) for each of the expected huddle role participants (board facilitator, charge nurse, case manager and bedside nurse) ○ Provide huddle role cards for each expected role • Go-live support up to four (4) consecutive days total; up to three (3) days for twelve (12) hour day shifts and up to one (1) day for four (4) hour day shift as mutually agreed upon in a command center setting with on-call technical support throughout the night shift for critical issues • Provide remote technical support for up to thirty (30) days post go-live (upon close of this time frame, support should be organized through the standard support channels) ○ Post Go-Live Level 2 application support Monday through Friday, 8 am – 4 pm Central Time
Your Cooperation / Obligations	You are responsible for the following obligations: • Responsible for all aspects related to equipment owned by You and medical devices located at Your facilities (such as procurement, installation, management, and support)

	• Provide connectivity from Your facility to the iBus Cloud application through secured internet connection (applicable only to Oracle Health CareAware Cloud clients) o Dedicated telecommunication circuit from You to Oracle Data Center can be leveraged. Additional fees will apply for new circuit deployment. • Provide Oracle with Your standard documentation of unit level discharge progression huddle times, participants, scripts, and expected outcomes for key performance indicators • Assist in *Oracle Health Clinical Operations Whiteboard* solution and *Discharge Progression* design to meet workflow needs • Define and execute unit testing scripts to validate future-state workflows against feature functionality • Create training materials for future state while leveraging *Oracle Health Clinical Operations Whiteboard with Discharge Progression Process Improvement* • Perform all super-user and end-user training • Provide education to Your identified individuals on each implementation unit in the Board Facilitator role to drive throughput and discharge process functions per recommended guidelines prior to the discharge progression conversion event • Setup and configure the hardware necessary for Oracle Health Clinical Operations Whiteboard including any required auto launch scripts • Perform any required build and design changes to current *Oracle Health Millennium* Platform and other integrated solutions
Assumptions	• Project delivery is designed for a four (4)- to six (6)-month implementation from project kickoff to conversion. o Build and design of the Oracle Health Clinical Operations Whiteboard will be performed remotely. o Integration Testing, maintenance training, and train the trainer performed on-site. • Installation is limited to three (3) environments (one (1) production and two (2) non-production) • Dashboard views and deployment will include generic authentication and authorization based on location workflow needs. • Scope assumes that Oracle Health CareAware Platform is configured to the minimum version required for Oracle Health Clinical Operations Whiteboard in accordance with Oracle's capacity management system requirements. • Services set forth in this scope require a single common design, build, and shared key project milestone events for all facilities. o The need for separate project events for each facility will require a separate Oracle Health Ordering Document to support the implementation request. • On-site training classes will be conducted in a shared location for multiple facilities and/or departments in scope • Conversion support assumes a single go-live date for multiple departments or facilities, up to forty (40) hours. o You will designate two (2) users per department to be trained on Oracle Health Clinical Operations Whiteboard during user training; these designated Users will be expected to drive clinical adoption during conversion providing go-live support. o An additional scope and Oracle Health Ordering Document may be required if additional Oracle support, in terms of associates or length of shifts, is requested at the time of conversion. o Oracle will provide one (1) assigned associate to work in a command center environment during the day shift and then provide on-call technical support as needed through the night shift. • "Critical issues" shall mean technical issues impacting patient throughput operations that occur outside, and cannot await, the hours of 8 am to 5 pm Central Time during the period of Conversion Support • Oracle Health Patient Flow, Oracle Health Clinical Operations Whiteboard, and Oracle Health Command Center Dashboard are all implemented on a single shared implementation timeline with shared resources and events.

Service Project Name: Command Center Dashboard
Legacy SKU: B103772

Description of Services	Oracle will provide the following Services:
	• Review current-state workflows and strategies for Oracle Health Command Center Dashboard
	• Identify optimization opportunities for future-state workflows with alignment to Oracle Health Command Center Dashboard design
	• Deploy required Oracle Health Command Center Dashboard product capabilities into Your Oracle Health CareAware Platform
	• Configure
	  o Oracle Health Command Center Dashboard configurations in CareAware build tools according to Model Experience
	  o Locations and personnel from Oracle Health Millennium Platform for acute care facilities where Oracle Health Command Center Dashboard will be deployed
	  o Up to two (2) facility level views for each acute care facility in scope
	  o Up to three (3) enterprise level views leveraging acute care facility locations in scope
	  o Up to one (1) mobile layout per view for Oracle Health Command Center Dashboard
	  o Solution security controlled by the Oracle Health Command Center Dashboard Uniform Resource Locator published to user's Citrix shortcut access using web portal and iCommand permissions at user's position level
	• Participate in up to one (1) integration testing event
	• Perform maintenance training on Oracle Command Center Dashboard solution build
	• Conduct up to one (1) train-the-trainer event on Oracle Health Command Center Dashboard as defined by the Oracle provided agenda in preparation for Your user training
	• Assist You with the final validation of data analysis in production prior to go-live
	• Go-Live support up to four (4) consecutive days total; up to three (3) days for twelve (12) hour day shifts and up to one (1) day for four (4) hour day shift as mutually agreed upon in a command center setting with on-call technical support throughout the night shift for critical issues
	• Provide remote technical support for up to thirty (30) days post go-live (upon close of this time frame, support should be organized through the standard support channels)
	  o Post Go-Live Level 2 application support Monday through Friday, 8 am – 4 pm Central Time

Your Cooperation / Obligations	You are responsible for the following obligations: • Establishment and operationalizing of a physical Command Center space if You deem appropriate at time of engagement • Setup and configure the hardware necessary for Oracle Health Command Center Dashboard, including any required auto launch scripts • Complete solution testing to validate Oracle Health Command Center Dashboard build • Complete any build or design changes to current Oracle Health Millennium Platform solutions required to support Command Center Dashboard • Complete any build or design changes to current third-party solutions required to support Command Center Dashboard • Complete Constraints: Approaching and Out of Bounds Data Collection Workbook (DCW) o This DCW will be used by Oracle to build out visual-colored cues that will display on the Oracle Health Command Center Dashboard when a metric is approaching or is out of bounds. • Identify optimization opportunities for future-state workflows while utilizing Oracle Health Command Center Dashboard • Complete final validation of Oracle Health Command Center Dashboard data analysis in production with Oracle's assistance prior to go-live

General Scope – Consulting / Professional Services (CommunityWorks)

Assumptions	• Scope includes:
	  o Oracle Health Command Center Dashboard implementation for Your acute care facility(s) listed in the 'Facilities' section of this Oracle Health Ordering Document and implementations for the quantity set forth in the 'Solutions' section of this Oracle Health Ordering Document.
	  o Single/common enterprise design and build for all identified facilities as it relates to Command Center Dashboard
	• Modifications to the implementation of the proposed solutions to meet specifications for individual facilities will result in additional Services and fees
	• This scope will follow Oracle's standard implementation methodology
	• Oracle will configure Oracle Health Command Center Dashboard locations for the acute care locations where Oracle Health Command Center Dashboard will be deployed
	• Project delivery is designed for an estimated four (4)-six (6) months from implementation delivery to conversion
	  o Kickoff, design, build, and solution configuration performed remotely
	  o Integration testing, maintenance training, and train-the-trainer performed on-site as one shared project event
	  o Conversion support will be performed on-site
	• Installation is limited to three (3) environments (one (1) production and two (2) non-production)
	• Oracle Health CareAware Platform and Oracle Health Patient Flow is configured to the minimum version required for Oracle Health Command Center Dashboard in accordance with Oracle's capacity management system requirements
	• Services included require a single common design and build, and shared key project milestone events for all facilities
	• On-site training classes will be conducted in a shared location for multiple facilities and/or departments in scope. Conversion support assumes a single go-live date for multiple departments or facilities, up to forty (40) hours
	  o You will designate up to ten (10) superusers to be trained on Oracle Health Command Center Dashboard during super-user training; these designated superusers will be expected to drive clinical adoption during conversion providing go-live support
	  o Additional Services may be required if further Oracle support, in terms of associates or length of shifts, is requested at the time of conversion
	  o Oracle will provide one (1) assigned associate to support the conversion event during the day shift and provide on-call technical support as needed through the night shift
	• "Critical issues" shall mean technical issues impacting patient throughput operations that occur outside, and cannot await, the hours of 8 am to 5 pm Central Time during the period of Conversion Support
	• Oracle Health Patient Flow, Oracle Health Clinical Operations Whiteboard, and Oracle Health Command Center Dashboard are all implemented on a single shared implementation timeline with shared resources and events.

Service Project Name: Nuance Dragon Medical One
Legacy SKU: B103862

Description of Services	Oracle will provide the following Services: • Prepare mutually agreed-upon project plan outlining implementation events and activities • Provide Data Collection Workbook (DCW) to You • Conduct a discovery call as outlined in the project plan

General Scope – Consulting / Professional Services (CommunityWorks)

	○ Determine facilities, departments, or units that are included in scope ○ Define roles and responsibilities of Installation Services participants ○ Define facilities, group structure created, and users assigned to groups ○ Determine timelines for implementation and projected go-live date ○ Confirm access to Your Nuance Management Center (NMC) ○ Review Your workstations to verify they meet the minimum requirements of the Nuance Dragon ○ Confirm pre-installation requirements have been completed • Install Nuance Dragon Medical One • Install and configure up to five (5) of Your workstations for one (1) facility • Conduct post-installation validation confirming and updating as necessary ○ Sites, group structure created, and users assigned to groups ○ Roles function as expected (e.g. NMC Administrator and Speech Recognition User, etc.) ○ Create up to six (6) Dragon Administrator accounts ○ Verify with Your Dragon Administrators that user profiles were created and are properly licensed • Conduct NMC Administrator remote training ○ Conduct one (1) four (4) hour Nuance Dragon Administrator Training session for up to six (6) of Your Nuance Dragon Administrators ○ Provide a technical review of the Nuance Dragon solution, troubleshooting tips and tricks, escalation paths and responsibilities, and frequently asked questions • Support go-live, cutover, and post go-live remotely for 30 days during normal business hours • Conduct a meeting to transition to Oracle support 30 days post go-live as per project plan
Your Cooperation / Obligations	You are responsible for the following obligations: • Install supporting software onto Your workstations to meet minimum requirements of Nuance Dragon as applicable • Attend and participate in all scheduled meetings outlined in the project plan • Attend and participate in Administrator training • Complete the DCW • Configure Virtual Desktop Infrastructure, as applicable • Install Nuance Dragon Medical One on Citrix/VMware servers, if Client hosted • Maintain Nuance Management Console administration
Assumptions	• Completion of certain tasks are dependent on the availability of Your technical personnel for verification and testing • Oracle will provide installation services for remotely hosted clients • Oracle will consult on first install for Your hosted Citrix or VMware servers • Your workstations meet minimum requirements • Technical support will be provided for 30 business days post-go-live of first go-live event • After initial go-live event, support will transition to the Oracle Health Product Support organization • Additional fees may apply to have Oracle assist in the configuration of Your Virtual Desktop Infrastructure • Normal business hours are Monday – Friday, 8am - 5pm CT

Custom Professional Services – Consumer Experience (B110298)

Oracle Health Patient Portal Cloud Service Ambulatory ASP Migration
Part #: B110525

Description of Services	Oracle will provide the following Services: • Prepare a mutually agreed upon estimated project timeline and project plan. • Conduct project status meetings as per project plan. • Guide You through the provisioning activities provided by Oracle. • Document Your design decisions impacting features and workflows, in the Oracle provided tools. • Configure the new Oracle Health Patient Portal, dashboard layout, branding, and theming, based on Your existing configuration and as available within the Oracle provided design guide. • Migrate existing Oracle Health Patient Portal patient accounts and configuration to the new Oracle Health Patient Portal according to the agreed upon project timeline and project plan. • Establish applicable Uniform Resource Locator (URL) redirects from existing Oracle Health Patient Portal instance to the new Oracle Health Patient Portal architecture. • Conduct testing based on design decisions made by You in the production environment prior to initial activation (Go Live). • Conduct one (1), one hour (1) virtual train-the-trainer session to Your designated team on industry standards for successful enrollment and patient engagement. • Build Oracle Health Patient Portal in one (1) non-production and one (1) production environment. • Provide documentation outlining the recommended support and ongoing maintenance activities. • Provide access to Oracle training materials and online help pages to users identified by You. • Provide ten (10) days of post Go Live support following initial activation (Go Live) during Your normal business hours. o Triage and troubleshooting expertise for unresolved break-fix issues. o Break-fix issue resolution for Your design and configuration as documented in Oracle tools. • Transition You to the appropriate support team as defined in Your contract up to ten (10) days post Go Live as applicable.
Your Cooperation / Obligations	You are responsible for the following obligations: • Review and mutually agree to the estimated project timeline no less than two (2) weeks prior to the Project Initiation Gateway. • Collaborate with Oracle to create a mutually agreed upon project plan. • Collaborate with Oracle to plan, track, and report on project progress with processes based on Oracle's guidelines, templates, and tools. • Provide Your project team access to the Oracle provided project tools for the duration of the project. • Establish internal communication plan, deployment strategy, and governance. • Complete the provisioning activities provided by Oracle. • Perform the Oracle Health Millennium Platform domain build steps provided by Oracle. • Complete configuration and management of a Security Assertion Markup Language 2.0 identity management solution. • Localize Oracle provided training materials as needed. • Provide the following first-tier User support at Go Live: o Answer basic system questions. o Maintain a library of electronic and printed system reference materials for use in answering user questions and resolving basic incidents and problems. o Log tickets with relevant contact and issue information. o Route user tickets to the appropriate party. o Perform password resets. o Troubleshooting and Break-Fix issue resolution. o Perform System Maintenance. • Transition to the appropriate support team as defined in Your order up to ten (10) days post Go

	Live, as applicable.
Assumptions	• The following are required to be in-place prior to the commencement of the Services: o Agreement(s) for relevant Oracle Health third-party offerings to enable configuration within the Oracle Health Patient Portal. o Your domain is configured to pull patient and proxy relationships from Oracle Health Millennium domain using the authorized representation model. o Oracle Direct, CareAware Multimedia, and Continuity of Care Document (CCD) templates required for Promoting Interoperability (formerly Meaningful Use (MU)) Stage 2 and 3 requirements. • The commencement of Services is dependent on Your readiness from a resource availability, strategy, and data standpoint. • All activities set forth herein are related to the setup of Oracle Health Patient Portal and the associated Oracle Health Patient Portal architecture and are not for implementation and integration of any third-party applications, outside of Oracle Health Third-Party Offerings. • Oracle Health Patient Portal is to be configured for the Consumer Persona (a Patient or Proxy Representative) only. • If You are using non-Oracle Health identity provider (IdP), You are responsible for the configuration and management of a Security Assertion Markup Language 2.0 identity management solution. • All data sent inbound to Oracle Health Patient Portal from an external network will use the existing virtual private network (VPN) connection from your network, with other VPN solutions or network connections evaluated by Oracle and mutually agreed upon. • All work will be performed remotely, any requirement to perform work onsite would require additional contracting.
Trademarks	• CCD is the registered trademark of Health Level Seven International (HL7), and the use of this trademark does not constitute an endorsement by HL7.

Unified Consumer Communications Implementation (Up to Quantity 1) (B103910)

Defined Terms	• **Cerner Technology Center (CTC)** means the Oracle data center(s) intended to provide uninterrupted power and service for Oracle-hosted clients.

Description of Services	Oracle will provide the following Services:
	• Assist in implementing and training on up to five (5) use cases prior to project go-live.
	  o Use cases are defined as a set of unique automations configured in the communications management tool. You shall implement any and all remaining use cases within the scope included in this Order.
	  o A single use case can be up to five (5) automations, or one (1) "Conversation Builder" workflow.
	• Configure use case automations at the enterprise level and customize for up to ten (10) practices.
	  o The most common use cases include, but are not limited to:
	  ▪ Safe Wait / Virtual Waiting Room
	  ▪ Appointment reschedule workflow
	  ▪ Pre-visit instructions
	  ▪ Post-visit follow-up
	  ▪ No show follow-up
	  ▪ Automated responses and internal routing of common questions – billing, prescription refill
	  ▪ Portal self-enrollment push before or after a visit
	  o Broadcast messaging, one-time campaigns, and appointment reminders do not count against the fifteen (15) use cases.
	  o Regular, recurring campaigns such as, quarterly campaign messaging for patients due for a gap in care, will count as a use case.
	• Configure up to five (5) practices for testing purposes in non-production environment.
	• Coordinate with Your staff on implementation and project management.
	• Assist with domain strategy and deployment delivery.
	• Provide standard testing plan template for use in creation of Your testing strategy.
	• Assist You in capturing policies and procedures related to the use of Artera.
	• Provide guidance to Your team on best practices with patient engagement.
	• Coordinate customization of new enterprise for end users to leverage to for patient messaging.
	• Coordinate setup of Single Sign On (SSO) between Oracle Health Millennium Platform and administrative tooling.
	• Capture design decisions and implement automations in English.
	• Complete end-point whitelisting for connectivity for Fast Healthcare Interoperability Resources 1 (FHIR) Appointment Application Product Interface (API).
	• Attend weekly project status meetings as defined in the project plan.
	• Conduct one (1) day activation (go-live) event with You as defined in the project plan.
	• Provide conversion support during normal business hours (8 AM–5 PM CST) for two (2) weeks post-conversion.
	• Provide access to standard training materials and online help pages to users identified by You.
	• Provide a monthly Executive Status Summary (ESS) to track progress and risks for this implementation.
	• Conduct one (1) train-the-trainer event lasting up to one (1) hour to an agreed upon list of participants.
	• Conduct one (1) maintenance training event lasting up to one (1) hour to an agreed upon list of participants.
	• Provide access to information sources such as community calls, Illuminations, and uCern groups which will connect You to solution and content information to users identified by You.

Your Cooperation / Obligations	You are responsible for the following obligations: • Grant Oracle Health front-end and back-end access to domains.

	• Identify the value objectives of this implementation. • Establish internal communication plan, deployment strategy, and governance. • Provide resource availability and experience for design, training, and implementation that aligns with each proposed use case and any department-required resources such as clinical application analyst, IT analyst, and project manager. • Complete requested data collection worksheets (DCWs), extract of Your location hierarchy, or other information required for system configuration. • Conduct system testing and validation. • Complete development and execution of a test script, testing, and assist with troubleshooting. • Provide Form W-9 or other tax documents to facilitate exchange of information with mobile carriers. • Provide documentation to support text enabling an existing phone number. • Review training materials and utilize reference manuals and documentation. • Provide future ongoing train-the-trainer classes. • Complete requested data collection worksheets (DCWs), extract of Your location hierarchy, or other information required for system build. • Localize training materials, create training plan, and train end users for initial implementation and subsequent end-user training. • Modify Oracle Health Millennium Platform Registration or Scheduling build, if necessary. • Complete online training using Artera Academy prior to accessing client portal. (Artera Academy is an online training platform with self-guided training for your users.) • Synchronize data values between Oracle and the foreign supplier; including building of code value aliasing within Oracle that will be required for interface processing. • Activate any additional supported languages through self-service portal; additional languages require Your review and approval of translation. (109 languages are supported via SMS and 23 supported via voice call.) • Add icon to desktop to ensure quick access for relevant staff members. • Determine use cases to be implemented, up to five (5) during the initial implementation, in addition to the appointment reminders. • Configure up to fifteen (15) use cases under the standard Unified Consumer Communications scope. Additional use cases beyond the fifteen (15) can be purchased for an additional fee. • Be responsible for additional use case configuration beyond the initial five (5), and any practice level customization of automations beyond the ten (10) practices covered above in the Oracle Tasks/Activities section. • Provide access to the electronic health record (EHR) domain to Oracle. • Configure Single Sign On (SSO), if You host Oracle Health Millennium Platform EHR. • Provide all first-tier, user support unless You contract with Oracle to provide such support. • Be responsible for any additional languages, workflows, or custom messaging. • Perform setup of additional or separate locations. • Establish a non-production domain to use for the duration of the project. • Satisfy the Health Insurance Portability and Accountability Act and other requirements to aggregate and disclose consumer personal health information. **Data Integration (applicable to client-hosted clients only)** • Connectivity. You are responsible for the requirements set forth herein only when You do not leverage Oracle's remote hosting services for its Oracle Health Millennium Platform EHR solutions including: o IBM WebSphere Application Server environment setup and configuration o Package installation o Enterprise Archive deployment • Other Virtual Private Network (VPN) solutions or network connections to the CTC will be evaluated on a case-by-case basis. • You will need to provide technical resources whenever possible to assist with the support of the VPN. • Additional hardware and software will be necessary to establish connectivity to Your EHR and the Oracle-hosted Oracle Health Patient Portal solution; such costs will be incurred by You and must be installed and configured prior to Oracle Health Patient Portal kickoff.

General Scope – Consulting / Professional Services (CommunityWorks)

Assumptions	• Oracle and You will complete a design workbook with agreed-upon design decisions. • Oracle consulting engagement commencement is determined by the Your readiness from a strategy, data, and solution standpoint. • You and Oracle will work on this project concurrently on an agreed upon project timeline. • Oracle and You will complete build in one (1) production and one (1) non-production domain. • Oracle standard interface specifications are available upon request. • Real-time interfaces will conform to the Oracle universal interface (UI) specifications requirements, which are based upon the Health Level Seven International (HL7) standards as they relate to the Oracle Health Millennium Platform architecture. • Real-time interfaces will utilize Transmission Control Protocol/Internet Protocol (TCP/IP) for data transfer and will be Oracle Health Millennium Platform *HL7* UI compliant. • Custom scripting required outside the standard Oracle UI is expected to be performed within Your interface engine. If this is not possible or desirable, custom scripting can be performed within the Oracle Health Millennium Platform interface but may require additional hours and fees. • All work set forth herein will be performed remotely unless otherwise agreed upon by Oracle and You. • Any automations to be implemented with a third-party vendor shall count as two (2) use cases as it relates to the scope of this Order. • Users will have access to the enterprise and practice level analytics dashboards in the UCC web console. In addition, up to five (5) users will get access to the Advanced Analytics – Looker tool to view additional detailed reporting. • If a phased roll-out or support for additional go-lives is required, You can purchase additional services.
Trademarks	• HL7 and FHIR are the registered trademarks of Health Level Seven International, and their use of these trademarks does not constitute an endorsement by HL7. • IBM is a trademark of International Business Machines Corporation in the United States, other countries, or both.

Custom Professional Services - Continuum of Care (B110299)

Service Project Name: Rehabilitation for Therapies
Legacy SKU: B111715

Oracle Health Outpatient Physical Rehabilitation	Oracle will assist You with the implementation of: • Content for Oracle Health Outpatient Physical Rehabilitation including PowerForms to support Physical Therapy, Occupational Therapy, Speech Language Pathology, Vocational Rehab, and Allied Health • Content for Oracle Health Outpatient Physical Rehabilitation including Genviews (Patient Care Summaries) to support Physical Therapy, Occupational Therapy, Speech Language Pathology, and Allied Health • Certification Letter Rule, which supports and tracks the completion of the certification of the patient's plan of care • Messaging in relation to the documentation and communication processes • Institutional standards – Oracle will provide guidance for reviewing the policies, procedures, and by-laws effected by physician documentation. • This scope assumes Advanced Care Documentation has been implemented.

Custom Professional Services – Interoperability (B110302)

Service Project Name: HUB Orders and Results – Scheduling

Description of Services	Oracle will provide the following services: • Configure Scheduling Management for HUB Orders and Results
Assumptions	• Implementation will commence after the Go-Live event referenced in the General Scope section of this Ordering Document

Service Project Name: Interfaces HUB Orders and Results
Legacy SKU: B103756

Description of Services	Oracle will provide the following Services:
	• Configure the following interface services:
	  ○ An HL7 Orders (ORM) inbound interface to the Oracle Hub to Oracle Millennium from a non-Oracle system.
	  ▪ This is for lab and radiology orders.
	  ○ An *HL7* Observation Result (ORU) Discrete Results outbound interface from *Oracle Millennium* to the *Oracle Hub* to a non-Oracle system.
	  ▪ This is for lab (no discrete micro) and radiology results.
	• Create interface design(s).
	• Create site-specific interface specification document(s).
	• Build, code, and configure interface(s) to the Oracle Health interface specifications in up to one (1) non-production domain. Adjustments supported as part of the standard scope of services may include:
	  ○ Move existing data elements from one field to another in the same message
	  ○ Concatenate two (2) existing data elements
	  ○ Add or subtract leading zeroes to a numeric value
	  ○ Hard code a default value
	  ○ Set null field values
	  ○ Script basic conditional statements
	  ○ Configure repeating field filtering, such as PID-3, PID-4, and personnel fields
	  ○ Suppress transaction types
	  ○ Remove special characters from a field, such as dashes in a social security number
	• Migrate interface(s) to up to one (1) production domain and provide support for interface activation.

Your Cooperation / Obligations	You are responsible for the following obligations: • Synchronize data values between Oracle and the third-party supplier, including building of code value aliasing within Oracle that will be required for interface processing where customer has access to aliasing tools.

Assumptions	• Oracle interface specifications are available upon request.
	  ○ Real-time interfaces will conform to the Oracle Universal Interface (UI) specifications requirements, which are based upon the Health Level Seven International (HL7) standards as they relate to the Oracle Health Millennium Platform architecture.
	  ○ Batch interfaces will conform to the Oracle standard specification requirements, which are based upon the Accredited Standards Committee (ASC) X12 standards or flat file protocol as they relate to the Oracle Health Millennium Platform architecture.
	• Oracle transmission protocols:
	  ○ Real-time interfaces will utilize Transmission Control Protocol/Internet Protocol (TCP/IP) for data transfer and will be Oracle Health Millennium Platform HL7 UI compliant.
	  ○ Batch interfaces will utilize Secure File Transfer Protocol (SFTP) for data transfer and will be either Oracle Health Millennium Platform standard or ASC X12 compliant unless otherwise noted in the 'Oracle Scope of Services for Millennium Interfaces' section of this scope.
	• The services will be performed remotely unless otherwise agreed upon by Oracle and You.

	• Normal business hours are 8:00 am to 5:00 pm, Monday through Friday Central Time. o HL7 is the registered trademark of Health Level Seven International, and the use of this trademark does not constitute an endorsement by HL7. o Implementation will commence after the Go-Live event referenced in the General Scope section of this Ordering Document

Service Project Name: Interfaces Experian Patient Estimate Extracts
Legacy SKU: B103942

Description of Services	Oracle will provide the following Services: • Assist with the implementation of: o Health Level Seven International (HL7) Scheduling Information Unsolicited (SIU) appointment notification outbound interface from Oracle Millennium to a non-Oracle system, Experian. This includes modification to object script on outbound scheduling feed obtaining current procedural terminology, 4th edition (CPT4) code to, with placement in custom ZBS segments HL7 scheduling message • 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 Your validation testing of the interface • Attend regular project status meetings • Migrate interface to production domain and support interface activation • Provide conversion support during normal business hours (8 AM–5 PM CST)
Your Cooperation / Obligations	You are responsible for the following obligations: • Synchronize data values between Oracle and the foreign supplier; including building of code value aliasing within Oracle that will be required for interface processing • Modify Oracle Millennium application, if necessary • Create and execute interface test plans • Validate interface testing • Contract with Experian for any third party services required
Assumptions	• Oracle standard interface specifications are available upon request o Real-time interfaces will conform to the Oracle universal interface (UI) specifications requirements, which are based upon the Health Level Seven International (HL7) standards as they relate to the Oracle Millennium architecture. o Batch interfaces will conform to the Oracle standard specification requirements, which are based upon the X12 standards or flat file protocol as they relate to the Oracle Millennium architecture. • Oracle transmission protocols • Real-time interfaces will utilize Transmission Control Protocol/Internet Protocol (TCP/IP) for data transfer and will be Oracle Millennium HL7 UI compliant • Batch interfaces will utilize Secure File Transfer Protocol (SFTP) for data transfer and will be either Oracle Millennium standard or X12 compliant unless otherwise noted in the Oracle Responsibilities section. • Custom scripting required outside the standard Oracle UI is expected to be performed by You are within their own interface engine. If this is not possible or desirable, custom scripting can be performed within the *Oracle Millennium* interface but may require additional hours and fees. • 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. • You and Oracle will work on this project concurrently on an agreed upon project timeline. • You shall incur additional fees if services are requested outside of the standard scope specified in this Order.

	• Adjustments supported as part of the standard scope of services: o Moving an existing data element from one field to another in the same message o Concatenation of 2 existing data elements o Addition or subtraction of leading zeroes to a numeric value o Hard coding a default value o Nulling fields o Basic conditional statements o Repeating field filtering, such as PID-3, PID-4, and personnel fields o Suppressing transaction types o Removing special characters from a field, such as dashes in a social security number • The following custom adjustments are outside the standard scope of services specified in this Order, and include any necessary Oracle-approved workaround: o Querying data from standard Oracle Millennium tables and inserting into a field o Full message character-string replacements o Adding segments to a trigger not defined in Oracle Specifications o Creating custom tables in Oracle Millennium, and inserting/updating/querying those tables o Creating custom Z segments • Adjustments not supported: o Modification of the clinical content of a result from any source, including OBX;3,4,5,6,7,8,11 and 14 o Creating custom insert statements to insert rows into standard Oracle Millennium database tables • All work set forth herein will be performed remotely unless otherwise agreed upon by Oracle and You. • Any travel costs related to providing these Services are Your responsibility.
Trademarks	HL7 is the registered trademark of Health Level Seven International, and its use does not constitute endorsement by HL7.

Service Project Name: Interfaces Flywire Interface **Legacy SKU: B103942** **Description of Services**	Oracle will provide the following Services: • Assist with the implementation of: o Update existing lockbox inbound interface that receives patient payment data from a non-Oracle system, Experian. This interface will follow the Oracle standard Lockbox Inbound interface specifications; however, instead of posting at the statement level, the transactions will post at the financial encounter level. A financial encounter must exist in the system so payments can be captured on the encounter or else payments will post to the general accounts receivable (A/R) account. o Collections New Business outbound interface that sends new business data to a non-Oracle system, Flywire. Transactions will follow the Oracle standard Collections New Business outbound specifications. o Collections Payments/Adjustments inbound interface that receives payment and adjustment data from a non-Oracle system, Flywire. Transactions will follow Oracle standard Collections Payments/Adjustments inbound specifications. o Collections Returns/Comments inbound interface that receives return and comment data from a non-Oracle system, Flywire. These transactions will follow the Oracle standard Collections Returns/Comments inbound specifications. • 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 Your validation testing of the interface • Attend regular project status meetings • Migrate interface to production domain and support interface activation • Provide conversion support during normal business hours (8 AM–5 PM CST)

Your Cooperation / Obligations	You are responsible for the following obligations: • Synchronize data values between Oracle and the foreign supplier; including building of code value aliasing within Oracle that will be required for interface processing • Modify Oracle Millennium application, if necessary • Create and execute interface test plans • Validate interface testing
Assumptions	• Oracle standard interface specifications are available upon request o Real-time interfaces will conform to the Oracle universal interface (UI) specifications requirements, which are based upon the Health Level Seven International (HL7) standards as they relate to the Oracle Millennium architecture. o Batch interfaces will conform to the Oracle standard specification requirements, which are based upon the X12 standards or flat file protocol as they relate to the Oracle Millennium architecture. • Oracle transmission protocols o Real-time interfaces will utilize Transmission Control Protocol/Internet Protocol (TCP/IP) for data transfer and will be Oracle Millennium HL7 UI compliant o Batch interfaces will utilize Secure File Transfer Protocol (SFTP) for data transfer and will be either Oracle Millennium standard or X12 compliant unless otherwise noted in the Oracle Responsibilities section. • Custom scripting required outside the standard Oracle UI is expected to be performed by You are within their own interface engine. If this is not possible or desirable, custom scripting can be performed within the *Oracle Millennium* interface but may require additional hours and fees. • 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. • You and Oracle will work on this project concurrently on an agreed upon project timeline. • You shall incur additional fees if services are requested outside of the standard scope specified in this Order. • Adjustments supported as part of the standard scope of services: o Moving an existing data element from one field to another in the same message o Concatenation of 2 existing data elements o Addition or subtraction of leading zeroes to a numeric value o Hard coding a default value o Nulling fields o Basic conditional statements o Repeating field filtering, such as PID-3, PID-4, and personnel fields o Suppressing transaction types o Removing special characters from a field, such as dashes in a social security number • The following custom adjustments are outside the standard scope of services specified in this Order, and include any necessary Oracle-approved workaround: o Querying data from standard Oracle Millennium tables and inserting into a field o Full message character-string replacements o Adding segments to a trigger not defined in Oracle Specifications o Creating custom tables in Oracle Millennium, and inserting/updating/querying those tables o Creating custom Z segments • Adjustments not supported: o Modification of the clinical content of a result from any source, including OBX;3,4,5,6,7,8,11 and 14 o Creating custom insert statements to insert rows into standard Oracle Millennium database tables • **All work set forth herein will be performed remotely unless otherwise agreed upon by Oracle and You.**

	• Any travel costs related to providing these Services are Your responsibility.
Trademarks	• HL7 is the registered trademark of Health Level Seven International, and its use does not constitute endorsement by HL7.

Service Project Name: Interfaces
Legacy SKU: B105502

Overview	• Oracle will provide professional services resources to assist You with the implementation of up to 100 interface connections of the below connection types: o Clinical Suite: ADT/Demographics Incoming, Results Incoming (discrete and displayable), Results Outgoing (discrete and displayable), Orders Outgoing, Clinical Documents Medical Document Management Incoming, Abstracted/Coded Data Outgoing, Billing Outgoing (Batch), Pyxis Medstation, OmniCell OmniRx, URL for Image Distribution, Vaccinations Outgoing o Inventory Suite: Purchase Order Acknowledgement Incoming, Purchase Order Outgoing, Accounts Payable Voucher Outgoing, Accounts Receivable to General Ledger Data Outgoing o Surgery Suite: Item Master Synchronization Incoming o Revenue Cycle Suite: ADT/Demographics Outgoing, Charges Incoming, Remittance Incoming, Statements Outgoing, Accounts Receivable to General Ledger Data Outgoing, Electronic Healthcare Claims Institutional and Professional Outgoing, State Reporting Outgoing, Accounts Payable Voucher Outgoing, Accounts Receivable Refunds Bidirectional, Collections Incoming and Outgoing, External Claim Editor Status Incoming o Add ons: Appointment Notifications Outgoing, Perioperative SIU Scheduled Case Outbound
Description of Services	Oracle will provide the following Services: • 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 Your 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).
Your Cooperation / Obligations	You are responsible for the following obligations: • Synchronize data values between Oracle and the foreign supplier, including building of code value aliasing within Oracle that will be required for interface processing. • Modify Oracle Health Millennium application, if required. • Create and execute interface test plans. • Validate interface testing. • You will declare all interface implementations required no later than ten (10) business days after the Workflow and Integration event.
Assumptions	• Oracle standard interface specifications are available upon request. o Real-time interfaces will conform to the Oracle Health universal interface (UI) specifications requirements, which are based upon the Health Level Seven International (HL7) standards as they relate to the Oracle Health Millennium architecture. o Batch interfaces will conform to the Oracle Health standard specification requirements, which are based upon the Accredited Standards Committee (ASC) X12 standards or flat file protocol as they relate to the Oracle Health Millennium architecture. • Oracle Health transmission protocols: o Real-time interfaces will utilize Transmission Control Protocol/Internet Protocol (TCP/IP) for data transfer and will be Oracle Health Millennium HL7 UI compliant. o Batch interfaces will utilize Secure File Transfer Protocol (SFTP) for data transfer and will be either Oracle Health Millennium standard or ASC X12 compliant unless otherwise noted in the 'Description of Services' section of this scope.

	• Custom scripting required outside the standard Oracle Health UI is expected to be performed within Your interface engine. If this is not possible or desirable, custom scripting can be performed within the Oracle Health Millennium interface but may require additional hours at Oracle's then-current fees for an Oracle resource to complete the work. This scope covers the initial configuration and testing of the interface in a designated non-production environment and one (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. • You and Oracle will work on this project concurrently on an agreed upon project timeline. • You shall incur additional fees if services are requested beyond this scope. • Adjustments supported as part of the standard scope of services: o Moving an existing data element from one field to another in the same message o Concatenation of two existing data elements o Addition or subtraction of leading zeroes to a numeric value o Hard coding a default value o Nulling fields o Basic conditional statements o Repeating field filtering, such as PID-3, PID-4, and personnel fields o Suppressing transaction types o 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 Oracle-approved workaround: o Querying data from standard Oracle Health Millennium tables and inserting into a field o Full message character-string replacements o Adding segments to a trigger not defined in Oracle Specifications o Creating custom tables in Oracle Health Millennium, and inserting/updating/querying those tables o Creating custom Z segments • Adjustments not supported under this scope: o Modification of the clinical content of a result from any source, including OBX;3,4,5,6,7,8,11 and 14 o Creating custom insert statements to insert rows into standard Oracle Health Millennium database tables • All work set forth herein will be performed virtually unless otherwise agreed upon by Oracle and You. • Interface implementation may not be possible in schedule one implementation if You delay associated deliverables and/or third-party engagement.
Trademarks	*HL7* is the registered trademark of *Health Level Seven International,* and their use of this trademark does not constitute an endorsement by *HL7*.

DECENTRALIZED PHARMACY INTERFACES

Supplier	Model	Protocol	Qty
Pyxis	MedStation	ADT, Orders, and Drug Profiling Outbound, Billing Inbound, Pocket Load/Unload Inbound	1
Omnicell	OmniRx Dispensing Cabinets	ADT, Orders, and Drug Profiling Outbound, Billing Inbound, Pocket Load/Unload Inbound. Assumes single connection to Omnicell	1

Custom Professional Services - Project Management (B110304)

Service Project Name: Engagement Management [Learning]
Legacy SKU: B105593

Oracle Health Learning Framework	• Methodology Alignment and Strategic Change Workshop • Learning portal professional services support • Education Optimization Workshop • Oracle Learning Consultant will engage with Your designated Learning Coordinator to consult to learning deliverables. • You will own localization of end-user training materials and will be responsible for delivering end-user training.

Custom Professional Services - Reporting and Analytics (B110305)

Service Project Name: Hospital Quality Reporting
Legacy SKU: B105633

Scope Overview	• Hospital Inpatient Quality Reporting (HIQR) content is supportive of the current Joint Commission/Centers for Medicare and Medicaid Services (CMS) version of Core Measures. • The package information below is reflective of the latest Joint Commission/CMS version of the Core Measures set for the following conditions: ○ Oracle Health Hospital Quality Reporting – Core Measures • The standard scope assumes utilization of Oracle's HIQR content. eQualityCheck is designed to meet the electronic submission requirements for quality of care in the United States that the CMS, The Joint Commission (TJC) and other entities have mandated. • The standard scope includes electronic submission to CMS to support Hospital Inpatient Quality Reporting (IQR)/Outpatient Quality Reporting (OQR). • Oracle has designed both Core Measure Clinical Workflow and eQualityCheck to align with the CMS/Joint Commission data dictionaries and algorithms, so that data is collected in a structured manner and evaluated according to the published.
Implementation Standards	• Implementation includes both clinical and abstractor build into one (1) production and one (1) non-production domain and assumes go-live on most current version only.
Quality Measures Population View	Includes the implementation of the following: • MPages views to manage and monitor compliance of selected populations and identify potential additions to the population • Includes the ability to link directly to actionable components at the patient level • Identification of time sensitive interventions and communications
Clinical Workflow Components	• Quality Measure Components to support the clinical data capture of the HIQR requirements • Bedrock utilization for concept mapping of code sets, orders, and DTAs to support leveraging the current automation
eQualityCheck	• Bedrock utilization for concept mapping of code sets, orders, and DTAs to support leveraging the current automation • Real-time monitoring to support concurrent abstraction • Retrospective monitoring to support sampling of global measures and non-global measures
eMeasure Reporting	• Oracle has designed eMeasure reporting to align with the CMS Promoting Interoperability value sets and algorithms, so that data is collected in a structured manner and evaluated according to the published specifications. • Bedrock utilization for concept mapping of code sets, orders, and DTAs to support leveraging the current automation

Reporting Infrastructure	• Reports will be made viewable in InfoView within the *SAP BusinessObjects* framework.
Your Cooperation / Obligations	You are responsible for the following obligations: • Complete validation of electronic Clinical Quality Measure (eCQM) reports by Oracle Quality Clearinghouse lock dates published within portal and Quality Clearinghouse and eSubmission uCern prior to submission • 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 Oracle 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 • Select appropriate measures for current submission period for Oracle Submission within the Quality Clearinghouse by lock dates • Measure validation efforts • Oracle recommends checking a sample of every outcome from each measure including supplemental patient information.
Ongoing Support	• Standard scope assumes the ongoing support for electronic submission to CMS to support Hospital IQR/OQR measures as described and implemented in the Ordering Document, including additions to scope, over the term of the Ordering Document. • Support includes both clinical and abstractor build into one (1) production and one (1) non-production domain and assumes Your involvement in testing and data validation.

Custom Professional Services - Revenue Cycle (B110306)

Oracle Health Appointment Reminders Implementation – CommunityWorks Legacy SKU: B112515

Description of Services	Oracle Health will provide the following Services:
	• Prepare mutually agreed-upon project plan outlining implementation events and activities.
	• Complete build in one (1) of Your production and one (1) of Your non-production domains.
	• Configure standard message verbiage in English by location for:
	  o Instant booking message
	  o 7-Day reminder message
	  o 2-Day reminder message
	  o 1-Day reminder message
	  o Prior to implementation, You may request removal of any of the above milestone messages or request a change to the delivery day of any of these reminder messages.
	• Enable patient confirmation capture in Unified Consumer Communications (UCC) portal and in Oracle Health Millennium Platform or Soarian through Appointment API.
	• Enable patient cancellation capture in UCC portal and in Oracle Health Millennium Platform or Soarian through Appointment API.
	• Assist You with deployment delivery.
	• Provide standard testing plan template for use in creation of Your testing strategy.
	• Coordinate with You on implementation and project management.
	• Provide guidance on design decisions and achieving high adoption and patient engagement.
	• Collaborate with You to complete a design workbook outlining agreed-upon design decisions.
	• Configure appointment reminder automations at the enterprise level and customize for up to ten (10) practices.
	• Enable emergency facility-originated broadcast messaging such as inclement weather or delayed provider.
	• Provide connection to one (1) registration and scheduling application, Artera Health, when Oracle Health Millennium Platform or Soarian is the source of truth for registration and scheduling data.
	• Provide communication preferences selected in Oracle Health Millennium Platform or Soarian Registration on outbound Admit, Discharge and Transfer (ADT).
	• Build, code, and configure interface to the processing requirements (Scheduling Information Unsolicited [SIU] and ADT).
	• Design interface, including site-specific interface specification document(s).
	• Perform functional testing of the interface.
	• Assist with Your validation testing of the interface.
	• Migrate interface to production domain and assist with interface activation.
	• Provide access to online training curriculum.
	• Complete validation of feature functionality and content prior to Your validation.
	• Complete end-point whitelisting for connectivity for Oracle's HL7 FHIR Appointment API.
	• Collaborate with You to load six (6) months' worth of future appointments for all facilities.
	• Conduct one (1) activation (go-live) event with You.
	• Provide conversion support during normal business hours (8 AM–5 PM CST) for two (2) weeks post-conversion.
	• Provide a monthly Executive Status Summary (ESS) to track progress and risks for this implementation.
	• Conduct one (1) maintenance training event to an agreed upon list of participants, as per project plan.
	• Provide access to information sources such as community calls, Illuminations, and uCern groups to users identified by You.

Your Cooperation / Obligations	You are responsible for the following obligations: • Grant Oracle front-end and back-end access to the domains. • Identify the value objectives supported by the implementation. • Establish an internal communication plan, deployment strategy, and governance.

General Scope – Consulting / Professional Services (CommunityWorks)

	• Complete requested data collection worksheets (DCWs), extract of Your location hierarchy, or other information required for solution build. • Conduct system testing and validation. • Create and execute a test script, testing, and assist with troubleshooting. • Provide Form W-9 or other tax documents to facilitate exchange of information with mobile carriers. • Provide documentation to setup text enabling for an existing phone number. • Create training plan and train users for initial implementation and subsequent user training. • Review training materials and utilize reference manuals and Documentation. • Complete requested data collection workbook (DCW), extract of Your location hierarchy, or other information required for solution build. • Log requests to modify Oracle Health Millennium Platform Registration or Scheduling build, as needed. • Pursue online training using Artera Academy prior to accessing Your portal. Artera Academy is an online training platform with self-guided training for Your users. • Synchronize data values between Oracle and the foreign supplier; including building of code value aliasing within Oracle that will be required for interface processing. • Activate any additional supported languages through self-service portal. Additional languages require Your review and approval of translation. 109 languages are supported via Short Message Service (SMS) and 23 supported via voice call.

Assumptions	• The commencement of Services is dependent on Your readiness from a strategy, data, and solution standpoint.
	• You and Oracle will work on this project concurrently on an agreed upon project timeline.
	• You are permitted to perform setup of additional or separate locations.
	• The system passes the consumer communication channel preference from Oracle Health Millennium Platform into appointment reminder workflow.
	• Oracle Ignite API assumptions:
	  o You have implemented Oracle Ignite APIs and they are installed and active in the necessary non-production domain for testing.
	  o Sites hosted by You have a cloud storage appliance.
	• HL7 V2 Assumptions:
	  o Oracle transmission protocols:
	  ▪ Real-time processing will utilize TCP/IP for data transfer and will be Oracle Health Millennium Platform HL7 UI compliant.
	  o Custom HL7 scripting required outside the standard UI is expected to be performed within Your portal. Custom scripting can be performed but may require additional hours and fees.
	• Adjustments supported as part of the Services:
	  o Moving an existing data element from one field to another in the same message.
	  o Concatenation of two existing data elements.
	  o Addition or subtraction of leading zeroes to a numeric value.
	  o Hard coding a default value.
	  o Nulling fields.
	  o Basic conditional statements.
	  o Repeating field filtering, such as PID-3, PID-4, and personnel fields.
	  o Suppressing transaction types.
	  o Removing special characters from a field, such as dashes in a social security number.
	• Adjustments not supported:
	  o Modification of the clinical content of a result from any source, including OBX;3,4,5,6,7,8,11 and 14.
	  o Creating custom insert statements to insert rows into standard Oracle Health Millennium Platform database tables.
	• The Services will be performed remotely unless otherwise agreed upon by Oracle and You.
	• Users will have access to the enterprise and practice level analytics dashboards in the UCC web console.
	• Up to two (2) users will get access to the Advanced Analytics tool to view additional detailed reporting.

Trademarks	• HL7 and FHIR are the registered trademarks of Health Level Seven International, and their use of these trademarks does not constitute an endorsement by HL7.

Service Project Name: Patient Accounting for Ambulatory

Description of Services	Oracle will provide the following Services: • Configure automated clinic billing: o CMS 1500 o UB04 o Patient Statements o Charge grouping – rules that properly group charges for billing o Form locators on UB04/1500 paper and electronic claims will include information as specified in the NUBC UB04 Manual, NUCC 1500 Instruction Manual, or 837i/837p 5010 Implementation Guides • Accounts Receivable o Cash management o Bad debt management o Insurance and self pay follow up • Reporting o Report categories include: Revenue, payment and adjustment, accounts receivable and discharge not final billed, claim submission

Service Project Name: Acute Case Management
Legacy SKU: B111670

Oracle Health Acute Case Management	• Oracle will work with You to configure the following Oracle Health Acute Case Management views: o Discharge Care Management Summary o Utilization Management Avoidable Days o Utilization Management Clinical Reviews o Utilization Management Denials o Utilization Management Readmission o Utilization Management Summary • Oracle will work with You to configure the following Oracle Health Acute Case Management Worklists: o Discharge Care Management Worklist o Utilization Management Worklist o Denied Days Worklist • Appeals Worklist • Oracle will work with You to design and consolidate current configuration between facilities • Assumptions o Configuration of localized data, as applicable, will align to Model Experience.

Service Project Name: Credit Card Processing [ePayments Plus]
Legacy SKU: B103819

Description of Services	Oracle will provide the following Services: Make configuration adjustments for ePayments Plus to bring second facility into existing facilities environment including the below as required: • Set up and configure patient payment services feature within the Revenue Cycle solution(s). • Coordinate and confirm merchant account setup for up to four (4) merchant accounts. • Coordinate Your training for the merchant gateway portal functionality with the integrated gateway provider. • Configure self-pay remittance and transaction aliases features • Collaborate with You regarding impact to patient accounting workflows and required end user education.

Your Cooperation / Obligations	You are responsible for the following obligations: • Create test scripts and testing scenarios • Conduct final testing and validation of the system • Conduct end-user training
Assumptions	• All work will be performed remotely.

Service Project Name: Cerner Patient Accounting [Integration for Flywire]
Legacy SKU: B103952

Description of Services	Oracle will provide the following Services: • Support design and testing of accounts receivable (AR) file creation • Work with You to determine transaction aliases used for posting in Oracle Health Patient Accounting • Support design and testing of lockbox remittance file • Work with You and Supplier to determine refund, partial payments, and other workflows related to online bill pay process • Facilitate statement updates with statement vendor as needed, if statement vendor is contracted through Oracle
Your Cooperation / Obligations	You are responsible for the following obligations: • Engage with third party Supplier resource(s) in a timeframe that supports the project timeline. • Provide Your resources to work with Oracle and are informed and authorized to speak and act on decisions regarding current workflow and reporting practices.

Service Project Name: FHIR APIs [Flywire Integration]
Legacy SKU: B103834

Description of Services	Oracle will provide the Ignite Application Integration - Flywire Services: • Prepare and manage a mutually agreed upon project plan outlining implementation events and activities. • Assist You in project readiness for strategy and Flywire implementation as per project plan. • Collaborate with You on design decisions impacting features and workflows. • Map Fast Healthcare Interoperability Resources 1 App (FHIR App) specific concepts to standard terminologies. • Complete FHIR App end-point whitelisting. • Complete FHIR App integration with Your localized workflows. • Collaborate with You on Your domain strategy and deployment delivery. • Configure the third-party Flywire pagelet on the Consumer Framework solution. • Connect and configure Extract Manager to one (1) non-production and one (1) production domain.
Your Cooperation / Obligations	You are responsible for the following obligations: • Identify the value objectives that the implementation is supporting. • Establish communication plan, deployment strategy, and project governance. • Ensure resource availability and experience for design, training, and implementation that aligns with each proposed use case; department-required resources include clinical application analyst, IT analyst, and project manager. • Provide end-user activation support for workflows. • Localize and deliver necessary end-user training materials, as needed. • Validate concept mapping. • Test FHIR App integrated workflows in one (1) production and one (1) non-production domains.
Assumptions	• You and Oracle will work on this project concurrently on an agreed upon project timeline. • You have implemented Oracle Health FHIR APIs. • You have uplifted to the Consumer Framework solution.

	• The Oracle Health FHIR APIs are installed and active in the necessary non-production domain for testing. • This scope includes assistance for integration of validated Flywire consumer integration. Any custom integration that sits outside of validation is not supported in this scope of work. • Your hosted sites have a cloud storage appliance. • Oracle will provide up to 15 hours of conversion support. • Oracle Health consulting Services will be performed during normal business hours. • Normal business hours are Monday – Friday, 8:00am – 5:00pm. • All work set forth in this Service will be performed remotely unless otherwise agreed upon by Oracle and You.

Service Project Name: Financial Clearance Implementation
Legacy SKU: B103941

Description of Services	Oracle will provide the following Services: • Perform the following project management work: o Coordinate and engage appropriate Oracle resources in support of the project o Act as primary contact for escalation management with the Oracle project teams o Manage issues, mitigate risk, and escalate appropriately o Monitor overall implementation scope and workplan hours appropriately o Manage Oracle-owned tasks within the workplan • Perform the following Health Data Exchange (HDX) work: o Implement and validate worklist setup o Validate eligibility is configured for all conversations o Obtain payer list and validate with HDX payer team, making updates as appropriate o Complete configuration if You are a Premium Eligibility Service (PES) client including submitter information with enrollment and set up for submitter identification o Confirm Electronic Data Exchange (EDI) enrollment o Collaborate with Experian health team to troubleshoot and resolve Oracle specific eligibility issues, if needed o Complete payor agreements o Set up testing to validate HDX/PES data flow o Participate in testing and training • **Perform the following registration management work:** o Consult on upstream dependencies for financial clearance product integration such as orders integration with scheduling o Review and localize integrated financial clearance workflows with You and *Experian* o Assist with testing and troubleshooting of financial clearance product integration • **Perform the following enrollment work:** o Validate enrollment of submitter with partners o Validate setup of submitter at Fin Hub
Your Cooperation / Obligations	You are responsible for the following obligations: • Perform testing • Conduct training • Support the Oracle and Supplier project team's work through completion of the project. This may include, but is not limited to, internet and network access, remote access, security and credentials and/or privileges to the source solution via mutually agreed upon tools and methodology, and administrative support, as appropriate. • Your resources should be available to work with Oracle and are informed and authorized to speak and act on decisions regarding solution archive and extract practices.
Assumptions	• Build will occur in one (1) production and one (1) non-production domain.

	• You will use current third-party software suppliers unless being replaced by a Oracle or third-party system referenced or included in this agreement.

Service Project Name: Partner Integration Services [File Extracts for Experian Patient Estimates]
Legacy SKU: B103822

Description of Services	Oracle will provide the following Services: • Complete Extract Manager connection • Monitor for failures, resending files when required • Set up and run the Experian charge description master (CDM) extract files as needed up until You are live, and transmit to Experian • Monthly CDM file delivery schedule for Experian CDM extract
Your Cooperation / Obligations	You are responsible for the following obligations: • Enable Extract Manager connection to Your Oracle Health Millennium database • Work with Experian on CDM analysis.
Assumptions	• Maintain Extract Manager database connection. • You will designate a new Oracle user with read-only access. • You are using Oracle Health Millennium products to meet Experian data requirements. • Oracle will provide specifications necessary for Experian to receive standard revenue cycle extract files, as set forth herein. • Oracle will support outbound daily file feeds, including data quality and integrity as detailed in Oracle file specifications. Additionally, Oracle will support planned or unplanned changes or upgrades made within Oracle Health Millennium Revenue Cycle solutions that impact these feeds. • Oracle will maintain outbound file data feeds to enable the Experian technology solutions for each joint client. Maintenance includes modifications to existing data feeds required to support changes or version upgrades, as well as Oracle approved enhancements to existing data feeds. Enhancements required to support changes in Experian systems shall be subject to approval by Oracle and may require additional services set forth in a separate Ordering Document.

Service Project Name: Registration and Scheduling [Practice Management]
Legacy SKU: B105735

REGISTRATION MANAGEMENT AMBULATORY	

Registration Screens	Oracle will work with You to automate the registration process using a variety of flexible conversations such as pre-register, full register, and cancel.
	Configure for Oracle Health Practice Management according to Model Experience:
	• Automatic Discharge Parameter Set(s)
	• Alias Pool
	• Facility Payer Association
	• Facility Filtering
	  ○ Encounter Type
	  ○ Medical Service
	  ○ Discharge Disposition
	  ○ Discharge Location
	  ○ Church
	• Service level agreements
	• Conversation(s)
	Assumptions
	• Configuration will mirror existing configuration, or align to consolidated configuration between facilities
	• Configuration of localized data, as applicable, will align to Model Experience.
	• Conversations will be updated to current code level Model and will be shared across facilities

	○ Each facility will have the same custom rules
Documents	Includes transaction-based document programs: • Sheet labels (admission labels) printed on a laser printer • Face sheet • Notifications – admit/transfer/discharge/cancel discharge • Armband printed on laser printer (Tri-State or Laser Band stock) • Medicare Secondary Payer (MSP) Document
Supplemental Address Content	• Ability to default address and phone information (city, state, zip code, county, area code) into the address fields depending on the zip code entered by the user • ZipInfo (Oracle's preferred provider) using the "ZIPLIST5" content file
Work Lists (Online To-Do List)	Includes Work Lists: • Accommodation Mismatch • Auth Days Ending • Dirty Beds • Incomplete Authorizations • Incomplete ED Registrations • Incomplete Pre-Registrations • Incomplete Verification • Ins Denied/Self-Pay • Insurance Denied • Interpreter Required • Medicare Discharge Appeal Notice • Miscellaneous Health Plans • MSP Follow-Up • Notice of Privacy • Observation Patients • Past Due Arrivals • Pending Transfers • Primary Self-Pays • Re-Authorization • Today's Expected Arrivals
Reporting	Report categories included: • Admission, Discharge, and Transfer
SCHEDULING MANAGEMENT AMBULATORY	
Appointment Scheduling	• An appointment type is a definable reason for visiting the healthcare facility. Procedures (orderables) may be associated with appointments to facilitate integration between Scheduling and various departments. Each appointment will include one (1) or more resources (clinician, room, equipment) booked for a specified amount of time. • An accept format is a list of questions that can be used to capture information when scheduling an appointment. Accept formats can be shared across multiple appointments and may include questions such as reason for exam, referring physician, and ICD-10 compliant code. • Guidelines provide information to the scheduler that assists them with scheduling the appointment correctly. • Instructions (or preparations) provide information for the patient regarding actions they need to take before and/or after their appointment. Instructions may vary by appointment type, location, or orderable. • Request list queues are utilized for managing requests related to the completion of a scheduling action. Such as appointments that need to be rescheduled because the patient did not show up for their appointment.
Default Schedules	• Default schedules (or templates) are created by organizing logical blocks of time called "slot types" to represent a daily view of a resource's availability.

Scheduling Security	• Expanded scheduling security
Future Appointment Load	• You are responsible for scheduling all future appointments into Oracle Health Scheduling Management prior to go-live. Oracle will provide off-site support of this activity during normal business hours.
Reporting / Inquiries	• Person Itineraries, Calendars, and Letters • Resource Appointment Lists, Calendars, and Utilization Reports • Location Appointment Lists, Action Totals, and Appointment Totals • Scheduling and Request List Inquiries

Service Project Name: Revenue Cycle Suite for CommunityWorks
Legacy SKU: B105504

Oracle Health Registration Management	Configure Oracle Health Enterprise Registration Management according to Model Experience: ○ Bed Management and Worklists ○ Medical Necessity Set Up ○ Medical Necessity Report ○ Automatic Discharge Parameter Set(s) ○ Eligibility ▪ Alias Pool ▪ Facility Payer Association ○ Facility Filtering ▪ Encounter Type ▪ Medical Service ▪ Accommodation ▪ Discharge Disposition ▪ Discharge Location ▪ Church ○ Conversation(s) ○ Configure Documents ▪ Face sheets ▪ Armbands ▪ Admissions labels • Configure Address Validation for second facility in existing facilities environment • Design and configure Registration data consolidations: A. Encounter Types B. Medical Services C. Accommodations • Configure updates to Health Plan Master, based on customer consolidation • Assumptions: A. Customer has consolidated Health Plan Master prior to project start
Oracle Health Scheduling Management	• Configure Oracle Health Enterprise Scheduling Management according to Model Experience: ○ Location Groups ○ Display Schemes ○ Slots ○ Action/Group Build ○ My Experience/Position Mapping ○ Referral Management MPage ○ Resource Groups ○ Resources ○ Resource Roles ○ Resource Lists ○ Order Roles

	○ Flex Strings ○ Flex Rules ○ Order Association ○ Interactions ○ Default Templates and Application ○ Accept Formats ○ Request Lists/Request Queues ○ Instructions, Guidelines, Preparations and Comments ○ Appointment Types Protocol Appointments Group Sessions ○ Operations Jobs ○ Configure Scheduling Reports ○ Configure Scheduling Security ○ Configure Direct Booking ○ Configure Follow Up Order Appointment Assumptions: • Configuration will mirror existing configuration, unless we are able to consolidate or apply Model standards where it does not exist today • Configuration will align to Model naming conventions • Customer determines default templates prior to project start
Eligibility & Benefits Verification	• Make configuration updates required to submit eligibility for second facility in existing facilities environment, including the following as required: ○ Configure the unique numeric value used to track transactions per service per account (a "Submitter ID") at the Healthcare Data Exchange Transaction Services ("HDXTS") Financial Hub. ○ Embed Eligibility Verification capabilities into Oracle Health Registration Management conversations. ○ Perform Electronic Eligibility Enrollment for payers, Oracle Health Millennium integration, and non-integrated web portal. ○ Configure the HDXpress non-integrated eligibility web portal. ○ Enroll You on the Healthcare Data Exchange ("HDX") network. ○ Enroll You on the applicable payer network(s). ○ Configure Eligibility processing.
Eligibility & Benefits Verification Assumptions	• All HDXTS work will be performed remotely.
Knowledge Solutions	• Enhanced Medical Necessity for Acute Care
Oracle Health Patient Accounting	Oracle Health Patient Accounting • Configure for Oracle Health Patient Accounting according to Model Experience: • Base Build • Billing Entities • Account Templates • Personnel Security & Groups • Insurance Billing & Follow Up • Charge Groups • Late Charge Processing • Billing Holds • Primary & Non-Primary Claim Submission HIPPA compliant electronic claim submission (1500 or UB04) • Interim Billing • Specialty Billing • Procedure Coding Tier • Claim Rules • Work Queues and Work Items for billing and follow up workflows.

	• Self Pay Billing & Follow Up • Statements Cycles & Dunning Messages • Correspondence Letters • Payment Plans • Self-Pay Discounts • Billing Holds • Pre- Collections & Collections Vendors • Work Queues and Work Items for billing and follow up workflows • Credit Card Integration built for point of service collections • Client Billing • Accounts and templates to route and post charges, payments, and adjustments. • Monthly Invoicing for billing client accounts. • Work queues for billing and follow up. • Transaction Posting • Standard reason codes, groups, and types to align with electronic and manual posting of remittances to insurance balances. • Transaction aliases for electronic and manual payment posting for insurance and patient balances. • Variance Reimbursement work items to manage variances above and/or below thresholds • Operations Jobs • Reporting • State Reporting • RVU Reporting • Complete integration of workflows between Oracle Health Millennium and Oracle Health Patient Accounting. • Provide Conversion Support: Remotely up to 8 weeks post conversion • You will be evaluated for transition to Application Managed Services (AMS) Oracle Health will determine when transition to AMS is approved

Oracle Health Patient Accounting Assumptions	• Any payer enrollments will be completed prior to kickoff
	• General Ledger consolidation will need to be completed prior to kickoff
	• Health Plan Master consolidation will need to be completed prior to kickoff
	• Plan in place for working down legacy AR for entity being moved to new environment
	• Naming convention for ELCE_CA will be determined prior to kickoff
	• Business office structure for both entities will be determined prior to kickoff.
	• Claim rules for both entities will be reviewed to determine if they can be shared or need to stay separate.
	• Optimization activities, as defined in the General Scope section of this Ordering Document, are excluded from scope.
	• Any billing requirement changes will be determined prior to kick off.
	• Baseline Metrics
	  ○ You agree to provide Oracle, within 180 days prior to First Productive Use, all legacy financial data to calculate baseline metrics for the prior eighteen (18)-month period (including without limitation, gross A/R, gross monthly patient revenue, A/R allowances, revenue allowances, bad debt estimates, monthly cash targets, actual cash collections, Discharged Not Final Billed (DNFB) dollars, denial trends by financial class and days for unbilled receivables) and supporting documentation to substantiate the data inputs, baselines and metric calculations, including but not limited to Your gross A/R to net A/R calculation. Oracle and You will mutually agree upon the respective baseline metrics within sixty (60) days prior to First Productive Use.
	  ○ You will provide to Oracle a "Monthly Rolling Average Spreadsheet" in the form provided by Oracle (which form will be provided by system validation during the Oracle Health Patient Accounting implementation phase) and supporting documentation as reasonably requested and necessary to substantiate the calculations required on the Monthly Rolling Average Spreadsheet.

	• You agree to (i) implement generally-accepted, industry-standard workflow processes recommended by Oracle as applicable to Your environment, excluding any mandatory addition of revenue cycle full-time equivalent employees to Your existing revenue cycle team (the "Recommendations"), and (ii) permit Oracle, at no cost to You, to assist in facilitating Recommendations in a prompt and efficient manner as reasonably-agreed-to by the parties. • If Your coding backlog exceeds mutually-agreed-upon discharge not final coded thresholds, You will engage Oracle or a mutually-agreed-upon third-party coding agency to assist with Your coding backlog. • You will remain on current code levels, take any exception packages needed for the Oracle Health Patient Accounting solutions, and adopt any and all Oracle-recommended functionality and workflows that have the potential to impact financial outcomes and/or user productivity. • You will have in place at all times during the implementation of Oracle Health Patient Accounting (i) a revenue cycle director reporting to Your Chief Financial Officer, who has a leadership span over patient access, case management, Oracle Health HIM, and patient financial services, and (ii) appropriate staffing levels in all departments impacting Your revenue cycle. • You will be accountable for (i) successful, comprehensive integration testing of clinical and revenue cycle solutions, including all Oracle Health Patient Accounting solutions, (ii) validation of proficiency of solution use by clinical and revenue cycle users, and (iii) clinical department adoption of revenue charge capture and daily reconciliation for all clinically-driven charge capture and manual batch charge entry charge capture. • The parties acknowledge and agree that there are a number of elements that could impact Your financial performance that are either not within the control of Oracle or not related to Oracle Health Patient Accounting including, but not limited to, medical records coding backlog, significant changes in patient volume and/or payer mix, significant changes in service mix, problems with one or more payer's ability to pay You in a timely manner, unknown reimbursement models, Your patient financial services workforce not following established processes, Your reductions in patient financial services workforce, failure to implement Oracle's core transaction service solutions or utilize Oracle's learning services and adoption coaching or follow Oracle's recommendations, and engagement of a third party to perform services relating to Your revenue cycle system. • In no event will Oracle be responsible or liable to You for any acts, omissions, delays, performance issues or financial outcomes arising out of or relating to any professional services performed by a third party for You.
Oracle Health Acute Case Management	• Oracle will work with You to configure the following Oracle Health Acute Case Management views: o Discharge Care Management Summary o Utilization Management Avoidable Days o Utilization Management Clinical Reviews o Utilization Management Denials o Utilization Management Readmission o Utilization Management Summary • Oracle will work with You to configure the following Oracle Health Acute Case Management Worklists: o Discharge Care Management Worklist o Utilization Management Worklist o Denied Days Worklist o Appeals Worklist • Note: *InterQual* integration can be implemented. *Milliman (MCG)* cannot be integrated.
REVENUE CYCLE CHECKPOINT	
Overview	• Revenue Cycle Checkpoints are utilized to ensure that both You and Oracle are in a positive financial strategic position during the implementation process. This includes not only Your financial health but project functionality/methodology throughout the life cycle of the project. Oracle's goal is to ensure that You are in a positive operational financial stable state when they go-live on Oracle. If any item below has not been completed or falls below the threshold identified in the objective, the Revenue Escalation Review Process will be enacted as described in the Revenue Cycle Escalation Process section.
Checkpoint 1: Contract Execution	• If current-state financial key performance indicators (KPIs), (including without limitation, gross A/R, gross monthly patient revenue, A/R allowances, revenue allowances, bad debt estimates,

	monthly cash targets, actual cash collections, Discharged Not Final Billed [DNFB] dollars, denial trends by financial class and days for unbilled receivables) and supporting documentation to substantiate the data inputs, baselines and metric calculations, including but not limited to Your gross A/R to net A/R calculation are not collected upon the Effective Date of this Ordering Document, Oracle will require a call with You to obtain/discuss what is needed and include R1 leadership if R1 is included in scope of the contract. Oracle and You will mutually agree upon the respective baseline metrics within sixty (60) days prior to First Productive Use. ○ You will have four (4) weeks from the call to provide current-state KPIs. If You cannot produce the metrics due to the legacy system not generating, You to retrieve all financial reports that the legacy system can produce. Oracle will generate starting metrics from these reports. ○ If Oracle determines any metrics are within a 10% variance of the threshold (i.e., Cash On Hand [COH] is 16.5 days), or the data is more than three (3) months old, You will need to provide refreshed data. If You provide metrics and You do not meet the required fifteen (15) days COH threshold, the following action plan will be put into place: ○ Project milestone dates will not be released. ▪ Once You can report fifteen (15) days or higher in COH or a mitigation plan, Oracle will release project dates in order to resume Your project.
Checkpoint 2: Leadership Alignment	• Oracle will track the monthly metrics provided by You as well as the below metrics related to Your engagement thirteen (13) months prior to the month of the agreed upon conversion date. ○ You will provide to Oracle a "Monthly Rolling Average Spreadsheet" in the form provided by Oracle (which form will be provided by system validation during the Oracle Health Patient Accounting implementation phase) and supporting documentation as reasonably requested and necessary to substantiate the calculations required on the Monthly Rolling Average Spreadsheet. ○ If no metrics are obtained from You or You are below fifteen (15) days COH, or both, the Revenue Escalation Review Process will be enacted as described in the Revenue Escalation Review Process section. • Your Revenue Cycle Resources and Your Leadership Engagement: ○ Your Revenue Cycle team is focused on education, system ownership, workflows, governance, processes, and overall end-user readiness for a successful system go-live, as well as long-term stability of Revenue Cycle. This includes, but is not limited to, Conversion Readiness Assessments and solution competencies. ○ If You (Revenue Cycle resources or leadership team, or both) are not actively engaged, with a clear understanding of the project status, risk points, and critical testing metrics specific to Revenue Cycle, the Revenue Escalation Review Process will be enacted as described in Revenue Escalation Review Process section below.
Checkpoint 3: Workflow and Integration	• Decisions Against Model/Methodology/Recommendations: ○ Leading up to, during, or shortly after the Workflow and Integration event, Oracle consultants will consult to design decisions as they relate to workflows that are applicable to each permitted facility within scope; however, Oracle will ultimately rely on Oracle Health Model Design decisions. Any decision going directly against Model recommendation will trigger an escalation. ○ If any risks are identified relating to design or methodology by You, Oracle Health CommunityWorks, or R1 (if in scope), these should be communicated promptly using the following steps: ▪ First Escalation – Oracle Health Engagement Management Consulting, Revenue Cycle Management, and Consulting Management will have meeting with Your leadership to provide education on what their decision will impact, discuss recommendations, and identify necessary next steps. ▪ Second Escalation – Oracle Health Engagement Management Consulting, Revenue Cycle Management, Consulting Management, and Revenue Cycle Executive (RCE) will have meeting with You to provide education on what their decision will impact, discuss recommendations, and identify necessary next steps. If You still want to move forward going against recommendations, consult RCE about engaging Oracle Legal to ensure appropriate documentation is completed.

	▪ Final Escalation – Consulting Management and RCE will engage Oracle Health CommunityWorks' Senior leadership, as well as other Revenue Cycle leadership (including Legal) to develop an appropriate plan to address next steps with You. Depending on the criticality of the issue, the project may need to go on hold until a mutually agreed upon mitigation plan is in place for execution.
Checkpoint 4: Integration Testing	• Claim Volume, Parallel and Unit Testing: o The testing plan and appropriate number of claims tested as well as parallel and unit testing volumes should be determined based on the size of facility(s) and lines of service in scope. These numbers, volumes, and testing strategy will be agreed to by Oracle and You by the Integration Testing 1 Preparation milestone event, documented in writing, signed by Your executive team, and returned to Oracle to be documented within the project plan. o Additionally, there will be agreed upon Clean Claim Rate definition of testing. This will be established, documented in writing, signed by Your executive team, and returned to Oracle to be documented in the Project Plan. o If You are not testing at the correct volume, or the testing strategy is not being followed, the monthly escalation path outlined in the Revenue Escalation Review Process section will be enacted.
REVENUE CYCLE ESCALATION PROCESS	
Overview	• The process for Revenue Cycle escalations provides a mechanism for monitoring critical Revenue Cycle deliverables throughout the project lifecycle and to proactively identify and manage key risk factors with Your leadership. If a project enters into escalation Month 2 or 3 as described in this section, additional professional services will be required to move the project forward.
Month 1	• After first month of not obtaining Your financial metrics, or if Cash on Hand (COH) is fifteen (15) days or fewer, the Oracle Engagement Owner will escalate to Consulting Manager and Revenue Cycle Executive to have a conversation with You. The conversation with You will be recorded and formally documented and will then be distributed to You and Oracle leadership. Next steps will be outlined if a second month is missed (see Month 2).
Month 2	• After Month 2, the next major milestone date will be pushed (which may have go-live date impact) and new milestone dates will be assigned after metrics obtained, or You are above fifteen (15) days COH.
Month 3	• After Month 3, the project will be put on hold until metrics are obtained, or You are above fifteen (15) days COH. New milestone dates will be assessed once metrics are obtained.

HDX Eligibility Description of Services	Oracle will provide the following Services: • Enroll providers in Healthcare Data Exchange and payer networks • Set up provider accounts for Browser Eligibility processing • Set up web-based American National Standards Institute (ANSI) 270 and 271 transactions • Conduct training on base features and functions • Conduct training for domain administrators
HDX Eligibility Your Cooperation / Obligations	You are responsible for the following obligations: • Provide account set up information for Browser Eligibility processing • Identify payer networks • Validate successful send of eligibility processing/web-based ANSI 270 to payer and ANSI 271 transactions • Your ability to verify patient insurance eligibility is complete • Provide the following for the Your project team: network connectivity to Your network; access to network printers; access to Your appropriate Oracle domains.
HDX Eligibility Assumptions	• Your resources are available to work with Oracle and are informed and authorized to speak and act on decisions regarding current workflow practices. • Support will be performed remotely unless otherwise noted or agreed upon herein.

A. Custom Professional Services – Security (B110307)

Service Project Name: Instant Access
Legacy SKU: B103840

Description of Services	Oracle will provide the following Services: • Lead project planning and execution activities to support *Oracle Health Instant Access* • Configure *Oracle Health Instant Access* within one (1) production and one (1) non-production domain and perform the following tasks: o Analyze up to three (3) standard workflows ▪ Identify role and analyze use pattern ▪ Provide value-based improvements for each workflow o Review current-state findings o Recommend future-state changes including hardware and/or components o Recommend deployment sequence o Install and configure *Oracle Health Instant Access* within a single *Microsoft Windows* virtual desktop image o Install and configure *Oracle Health Instant Access* for *Microsoft Windows* endpoints o Create *Oracle Health Instant Access* standard extension objects in the *Imprivata* admin console o Configure devices and policies for *Oracle Health Instant Access* • Provide remote assistance with validation not to exceed ten (10) hours • Provide Go-Live assistance not to exceed forty (40) hours • Provide end-user adoption assistance of *Oracle Health Instant Access* workflow not to exceed twenty (20) hours • Provide post Go-Live support not to exceed twenty (20) hours within thirty (30) days of Go-Live. If roll-out of *Oracle Health Instant Access* will have multiple Go-Lives, support takes place after first deployment
Your Cooperation / Obligations	You are responsible for the following obligations: • Participate in project planning, execution, management, and leadership activities to support *Oracle Health Instant Access* • Identify Your administrator for the following: A. *Oracle Health Instant Access* management post go-live B. Attending all build and testing events C. Attending all training sessions scheduled by Oracle • Identify up to three (3) point-of-care workflows for Oracle analysis • Identify end users from Your user community to participate in the validation and testing process • Validate *Oracle Health Instant Access* workflows and software installation defined by Oracle • Deploy software to identified workstations • Provide appropriate network connectivity availability at each location • Ensure all required licensing and hardware are available for installation during the engagement • Provide a minimum of one (1) workstation per operating system configured with all identified applications and accounts for workflow authentication • Designate Your resource(s) available with administrative access for viewing or update configurations • Provide Oracle associates administrative access required to assist with validation and/or configuration • Ensure Your project team members are familiar with all associated core technologies
Assumptions	• All workstations in scope will be on supported version of *Microsoft Windows* at time of signature • All work will be performed remote or on-site as agreed upon by You and Oracle project leads • Go-Live events are scheduled for a minimum of two (2) consecutive days unless otherwise noted or agreed upon by You and Oracle project leads

General Scope – Consulting / Professional Services (CommunityWorks)

	• Oracle associates' work efforts are scheduled between 8:00 AM and 5:00 PM CST Monday through Friday unless otherwise agreed upon by You and Oracle project leads

Service Project Name: Privacy Analytics [FKA P2 Sentinel]
Legacy SKU: B103868

Description of Services	Oracle will provide the following Services: • Prepare mutually agreed upon project plan outlining implementation events and activities. • Connect the Oracle Health Millennium audit data stream to Oracle Health Privacy Analytics (OHPA) and validate for one (1) production domain and one (1) non-production domain. • Provide training for n*ew system functionality, recommended workflows, product resources, and interpretation of audit reports as per project plan.* o *Provide an initial two (2)-hour training session during normal, local business hours.* o *Provide a follow up one (1)-hour training session during normal, local business hours.*
Your Cooperation / Obligations	You are responsible for the following obligations: • Collaborate with Oracle to develop project plan and project timeline. • Allocate resources for data validation, testing, and attendance of training and support sessions. • Attend and participate in all training sessions.
Assumptions	• This Service does not include any custom reporting, unless otherwise noted or agreed upon. • Notice of changes to the timeline must be communicated promptly to Oracle for scheduling resource availability. • The estimated duration needed for data transfer is based on data throughput and volume of data to be extracted. • Your resources are informed and authorized to speak and act on decisions regarding Your current workflow practices. • The volume of gigabyte per day of Oracle Health Millennium audit data that is sent to Oracle Health Privacy Analytics is agreed to as listed in the Ordering Document. Additional data may be sent to Oracle Health Privacy Analytics with the understanding that the monthly fee will increase per the scope expansion if daily limits are exceeded. • System usage will be monitored, and the monthly fee will increase per scope expansion if daily limits are exceeded. • To send Oracle Health Millennium audit data from any network that is not hosted by Oracle, an on-site Oracle Health Privacy Analytics listener is required to be within that network. The setup services described herein do not include hardware/VM or Red Hat license for any on-site listeners. • All work will be performed remotely during normal, local business hours

Service Project Name: 724Access Downtime Viewer
Legacy SKU: B103702

Description of Services	Oracle will provide the following Services: • **Hardware and Software Verification** o Verify all required licenses and software necessary are present for Oracle *GoldenGate* o Validate that all recommended Oracle system settings have been enabled on new hardware o Confirm all Your devices are supported. ▪ Supported operating system. ▪ Adequate available disk space ▪ Make recommendations if devices do not meet required specifications for *724Access Downtime Viewer ("Downtime Viewer")* use. o Appropriate network connectivity • **Planning** o Create *Downtime Viewer* project plan with You for the implementation of the Downtime Viewer

	○ Verify You have access to the appropriate service packages for the latest CommunityWorks compatible generally available versions of both the Disaster Recovery (DR) Toolkit and Downtime Viewer. • **Setup** ○ Configure Downtime Viewer login options ○ Install and configure *724Access* Downtime Viewer application on up to two Downtime Viewer facility pumper servers and up to five (5) end-point Downtime Viewer workstations per facility pumper server ▪ Device rollout support is limited to up to two (2) facility pumper servers (up to forty (40) total PCs/workstations, twenty (20) workstations per facility pumper) ○ Install and configure Downtime Viewer Admin Tool ▪ Configure unique logins for access to the 724Access Admin Tool application ○ Test functionality of Downtime Viewer solution application ○ Collaborate to resolve issues identified by You during Downtime Viewer application testing • **Training** ○ Provide a remote training event around the installation, configuration, and operational procedures for utilizing and owning the Downtime Viewer solution. This includes training on the following topics: ▪ Installation and use of *Downtime Viewer* Admin Tool ▪ Installation of Downtime Viewer on the preidentified facility pumper servers and 5 end-point Downtime Viewer workstations per facility pumper server. ▪ Installation procedures for installing and configuring device level preferences for new Downtime Viewer devices ▪ Maintenance and monitoring of the replication of data to the local workstations and common issue troubleshooting ▪ Provide demo of Downtime Viewer from your domain. ○ This training is intended for both a technical and clinical audience of staff who will be responsible for installing, maintaining, and owning the Downtime Viewer solution moving forward. • **Transition to Support** ○ Oracle will provide up to 30 days of remote post-go-live support as part of the engagement. After thirty days post go-live, support of the product will be transferred to Oracle support organizations.
Your Cooperation / Obligations	You are responsible for the following obligations: • Provide Oracle with information to verify required licenses, systems settings, supported devices, and supported services packages. • Provide technical resources familiar with the core technologies used in this solution. This includes but may not be limited to networking, IT security, Windows system administration, Windows maintenance and Windows software deployment, and Olympus. • Provide appropriate network connectivity and validate all required ports listed in Oracle Health 724Access Downtime Viewer Network Specifications wiki. • Assist with coordination and scheduling of your resources for the duration of the engagement. • Designate clinical and technical resources for training and long-term ownership of the Downtime Viewer solution post-engagement. • Identify what specific clinical locations require Downtime Viewer devices and device level preferences to be configured for each device. • Maintain the health of your devices and monitor the replication of data to the local workstations once the initial training has been provided to ensure the application is ready for downtime use. • Ensure all hardware required for the Downtime Viewer is available, configured, and meets Oracle Health's recommended specifications for the Downtime Viewer solution. • You are responsible for providing all 724 facility pumper servers and Windows end-point Downtime Viewer devices. 724 facility pumper servers can be physical servers of virtual machines running a Downtime Viewer supported version of Windows Server.

	• You will provide static IP addresses for all 724 facility pumper servers and endpoint Downtime Viewer devices. • Performing testing and system validation on the Downtime Viewer devices to ensure data is replicating as expected through the system.
Assumptions	• All implementation work including project kickoff, planning, training, testing and device rollout work will be performed remotely unless otherwise noted or agreed upon. • Any go-live support work will be performed remotely unless otherwise noted or agreed upon. • This Scope includes implementation for up to two (2) facility pumper servers (up to forty (40) total PCs/workstations, twenty (20) workstations per facility pumper server) • Estimated duration of the project is ten (10) to twelve (12) weeks, depending on Your availability • All services will be performed during normal business hours.

Service Project Name: Imprivata Implementation

Legacy SKU: B103839

Description of Services	Oracle will provide the following Services: • Lead project planning and execution activities to support the *Imprivata* implementation • Configure *Imprivata* within one (1) production and one (1) non-production enterprise and perform the following tasks: o Review the following with your Administrator: ▪ *Imprivata* appliance backup and recovery processes ▪ Reporting and event notifications ▪ Deployed application profiles ▪ Recommend future-state changes including hardware and/or components o Install and configure the *Imprivata* agent within a single *Microsoft Windows* virtual desktop image o Install and configure the *Imprivata* agent for *Microsoft Windows* endpoints o Connect *Imprivata* enterprise to Your *Microsoft Active Directory* o Implement up to three (3) *Imprivata OneSign* User policies and up to three (3) *Imprivata OneSign* computer policies o Configure devices and policies for *Imprivata OneSign* • Recommend deployment sequence • Provide remote assistance with validation not to exceed ten (10) hours • Provide Go-Live assistance not to exceed forty (40) hours • Provide post Go-Live support not to exceed twenty (20) hours within thirty (30) days of Go-Live. If roll-out of *Imprivata* will have multiple Go-Lives, support takes place after first deployment
Your Cooperation / Obligations	You are responsible for the following obligations: • Participate in project planning, execution, management, and leadership activities to support the Imprivata implementation • Identify Your administrator for the following: • Provisioning Imprivata enterprise management post go-live • Attending all build and testing events • Attending all training sessions scheduled by Oracle • Perform the following: • Compile a list of workstations per location • Create service accounts and Microsoft Active Directory security groups • Identify up to five (5) applications for application profiling assistance • Identify end users from the Your user community to participate in the validation and testing process • Validate Imprivata OneSign workflows and software installation defined by Oracle • Deploy software to identified workstations • Provide appropriate network connectivity availability at each location • Ensure all required licensing and hardware are available for installation during the engagement • Provide a minimum of one (1) workstation per operating system configured with all identified applications and accounts for workflow authentication

	• Designate Your resource(s) available with administrative access for viewing or updating configurations • Provide Oracle associates administrative access required to assist with validation and/or configuration • Ensure Your project team members are familiar with all associated core technologies.
Assumptions	• All workstations in scope will be on supported version of Microsoft Windows at time of signature • All work will be performed remote or on-site as agreed upon by You and Oracle project leads • Any Oracle Health Millennium with Citrix roaming workflows will leverage Oracle Health Instant Access licensing and services in any supported Microsoft Windows environments. Imprivata VDA licensing to be used in any environment not compatible with Oracle Health Instant Access and within the Imprivata support guidelines • Go-Live events are scheduled for a minimum of two (2) consecutive days unless otherwise noted or agreed upon by You and Oracle project leads • Oracle associates' work efforts are scheduled between 8:00 AM and 5:00 PM CST Monday through Friday unless otherwise agreed upon by You and Oracle project leads

Custom Professional Services - Service Lines and Departments (B110308)

Oracle Health Anatomic Pathology – Slide Labeler Interface – Implementation
Legacy SKU: B111675

Scope of Services.	Oracle Health will provide the following services ("Services"). • Configure for Oracle Health Anatomic Pathology – Slide Labeler Interface - Implementation net new for El Centro and Pioneers according to Model Experience: o Transmission of patient and specimen data electronically to the labeler device. o Label program.
Your Cooperation/Obligations.	You are responsible for the following obligations. • You will acquire the third-party component, *NiceLabel,* if required for Your printer type.

Oracle Health Anatomic Pathology – Advanced Barcoding and Tracking – Implementation
Legacy SKU: B111671

Scope of Services	Oracle Health will provide the following services ("Services"). • Configure for Oracle Health Anatomic Pathology – Advanced Barcoding and Tracking - Implementation according to Model Experience net new at El Centro and Pioneers: • File format interface to a supported, pre-existing, or newly licensed cassette engraver/labeler device, to include one (1) label format with a two-dimensional (2D) barcode identifier. • File format interface to a supported, pre-existing, or newly licensed slide engraver/labeler device, to include one (1) label format with a two-dimensional (2D) barcode identifier.
Assumptions	• This level of service is sufficient for one (1) histology laboratory with one (1) workflow. • Multiple labs, multiple label formats, and/or multiple ways of processing cases through a lab will require additional services.

Oracle Health Anatomic Pathology – Cassette Labeler Interface - Implementation
Legacy SKU: B111672

Scope of Services.	Oracle Health will provide the following services ("Services"). • Configure for Oracle Health Anatomic Pathology – Cassette Labeler Interface - Implementation according to Model Experience net new at El Centro and Pioneers: • Transmission of patient and specimen data electronically to the labeler device. • Label program.

Your Cooperation/Obligations.	You are responsible for the following obligations. • You will acquire the third-party component, *NiceLabel,* if required for Your printer type.

Oracle Health Anatomic Pathology – mTuitive Integration – Implementation
Legacy SKU: B111674

Scope of Services.	Oracle Health will provide the following services ("Services"). • Configure for Oracle Health Anatomic Pathology – mTuitive Integration - Implementation according to Model Experience net new at El Centro and Pioneers: o mTuitive Integration o Install mTuitive editor o Database Connection from Oracle to mTuitive through Anatomic Pathology Database and Reporting tools o AP Synoptic Reporting o Synoptic Reporting within reporting tools o Worksheet to Specimen o Worksheet to Report Section
Your Cooperation/Obligations	You are responsible for the following obligations. • Notify mTuitive of the implementation and establish engagement o Provide Oracle Health with mTuitive contact information o Establish an mTuitive contract, if applicable

Service Project Name: Anatomic Pathology
Legacy SKU: B111673

Description of Services	• Migrate existing ELCE configuration to PION environment • Order entry of Pathology orders • Accessioning in cases and documenting specimen attributes • Assigning processing to specimens • Result entry with textual and coded responses • Charging with technical, add-on, and professional charging • College of American Pathologists (CAP) SNOMED International (III) for Pathology • Standard rule catalog included. • Oracle Health Anatomic Pathology to include up to two (2) site specific rules.
Your Cooperation / Obligations	You are responsible for the following obligations: • Complete required data collection in a timely manner • Participate in milestone events and training calls • Complete unit testing in non-production domain. • Train end users o Provide knowledge transfer and documentation regarding maintenance, configuration, and operational procedures
Assumptions	• Optimization activities, as defined in the General Scope section of this Ordering Document, are excluded from scope.

Service Project Name: Blood Bank Transfusion
Legacy SKU: B111678

Oracle Health Blood Bank	Configure for Oracle Health Blood Bank Implementation according to Model Experience: • Automation of Oracle Health Blood Bank in the Laboratory • International Society of Blood Transfusion (ISBT) or Codabar symbologies • Crossmatch, component, and emergency release tags • Standard report catalog • Standard rule catalog and up to three (3) site specific rules • Standard caresets and up to five (5) sites specific caresets

General Scope – Consulting / Professional Services (CommunityWorks)

	• Standard word processing templates and up to five (5) site specific templates • Crossmatch, component, and emergency release tags
Your Cooperation/Obligations.	You are responsible for the following obligations. • Register, or have current registration, with the International Council for Commonality in Blood Banking Automation (ICCBBA) • Request two (2) year blood product utilization from supplier
Assumptions.	• Blood Bank validation is required • Optimization activities, as defined in the General Scope section of this Ordering Document, are excluded from scope.

Service Project Name: Blood Bank Validation
Legacy SKU: B111679

Blood Bank Validation	Description of Services
	• Perform Validation Preparation
	• Create Master Validation Plan as required by the U.S. Food and Drug Administration (FDA) and other regulatory agencies
	  ○ Provide Risk Assessment linking Your specific validation test scripts to regulatory standards
	• Perform System Review comparing design of system with current blood bank regulations, blood bank best practices, and Your specific policies and procedures
	  ○ Create Test Script Content Review with detailed list of test objectives
	• Perform extensive testing for each of the following applications or workflows, if defined in Your system:
	  ○ Patient Product Compatibility
	  ○ Computer Crossmatch
	  ○ Dispense and Assign
	  ○ Modify Products
	  ○ Patient Combines
	  ○ Receive Products
	  ○ ABO/Rh and Antibody Screen including interpretation pattern verification
	  ○ Product Results including interpretation pattern verification
	  ○ Serologic Crossmatch including interpretation pattern verification
	  ○ Supplemental Testing including interpretation pattern verification
	  ○ Provide analysis and conclusion
	  ○ Report all issues or anomalies
	  ○ Create final validation report
	• Provide electronic validation documentation including video evidence of test script execution

Assumptions	• Validation performed will adhere to United States regulatory guidelines. • Additional validation may be required to meet local regulatory requirements. • This scope refers to a single validation effort to be completed by the Oracle Health Blood Bank Validation team. Prior to testing, Oracle will perform a comprehensive System Review and make recommendations for improvement. You may choose to implement these changes prior to validation. Once validation issues have been presented, You retain responsibility for updates and any additional testing needed. All changes should be made with consideration to Your change control processes in order to maintain the validated state of the blood bank domain. • Validations for future software upgrades may be purchased as needed. • Script execution will be completed in a static, production-like domain with no blood bank related changes occurring during the testing phase.

Service Project Name: PathNet General Laboratory
Legacy SKU: B111680

Oracle Health General Laboratory	Configure for Oracle Health General Lab Implementation according to Model Experience: • Migrate ELCE existing orders and configuration to PION environment o Order entry with EHR integration o Specimen collection management o Two (2) specimen collection label programs o Create and print collection lists and labels o Resulting o Range determination related to gender, age, normal o Delta Checking o Autoverification o Clinical Validation o Quality Control o Medical device interface capabilities of up to 17 devices o Standard caresets and up to 10 site specific caresets o Standard interpretive data and up to 20 site specific interpretive data comments o Standard collection templates and up to 6 site specific templates o Standard word processing templates and up to 15 site specific templates o Standard report catalog o Standard rule catalog and up to five (5) site specific rules o Logical Observation Identifiers Names and Codes (LOINC)
Your Cooperation/Obligations	• Communicate any expected instrumentation changes or order catalog changes to Oracle • Build active Quality Control lots prior to go-live • Provide knowledge about any applicable local, state, national, and professional accrediting body regulations • Obtain proper testing documentation to comply with any applicable local, state, national, and professional accrediting body regulations • You are responsible for defining LOINC codes for all DTAs with Oracle coaching. • Your team will complete unit testing in non-production domain.
Assumptions	• All orders will be designed in the respective Oracle Health solution • Optimization activities, as defined in the General Scope section of this Ordering Document, are excluded from scope
Point of Care Specimen Collections – General	• Positive Patient ID o If Oracle Health Registration is being implemented, one (1) label-with-armband that includes an Aztec barcode is included. If Oracle Health Registration is already live or a foreign registration system is being used, then Your team will be responsible for making necessary modifications to the patient wristband. • Label printers o Support the printing of specimen labels at the bedside to ensure positive patient identification (PPID) o Oracle will assist in the setup of two (2) label printers. o You are responsible for label printer deployment for additional printers. Oracle Health Laboratory solutions One (1) of the following major Oracle Health Laboratory solutions is required: Oracle Health General Laboratory, Oracle Health Microbiology, or Oracle Health Blood Bank. • Point of Care Specimen Collections – Tethered is an Oracle Health Millennium solution that allows the clinician to perform PPID and specimen collection verification at the bedside. Built to support the phlebotomist workflow, the solution provides an enterprise solution for PPID during the specimen collection process. As part of the process, collection list information can be used for specimen collection. Patient demographics, collection requirements and orders to be collected can also be seen in the collection window. At the point-of-care, barcodes on the patient wristband and specimen label

	are scanned and compared to positively identify the patient. Scanning the bar-coded accession number on the specimen label automatically captures the drawn date and time for each specimen container and assigns a collection method and phlebotomist ID to each collection.
	• Mobile cart
	  ○ Deployed via tethered barcode scanning device with PowerChart on a mobile cart
	  ○ Accessed through either an Oracle Health Millennium compatible laptop, mobile cart, a stationary device in the patient room with scanner attached, or a tablet with an integrated scanner
	  ○ You are responsible for scanner device deployment unless Oracle Health Technologies support has been included. The application team (Delivery Consultant) will assist in troubleshooting initial scanner configuration for proof of concept testing.
	• Lab specimen collection
	  ○ Supports the phlebotomist workflow for collecting specimens
	  ○ For add-ons: This scope assumes no changes to the current collections design including individual collection requirements, collection routes, and collection runs.

Laboratory Imaging	• Validate imaging workflow within lab and support data collection process / integrated sessions with Oracle Health Content360 Document Imaging • Build document types and security • End user training • Testing and support for importing images within all lab applications that utilize PathNet imaging

Service Project Name: Anesthesia
Legacy SKU: B111676

Oracle Health Anesthesia Management	• Configure Anesthesia net new for Pioneers and El Centro
	  ○ Intraoperative Anesthesia Documentation
	  ○ Actions indicate specific tasks or events that must be documented by the anesthesia provider. Actions might include positioning, times, procedures, and notes.
	  ○ Provider or institutional view settings
	  ○ Integration with SurgiNet nursing documentation pulls in case times, procedures, and other general case data into anesthesia record
	  ○ Pharmacy formulary for medications and fluids
	  ○ Inventory items pulled from the Oracle Health Item Master
	  ○ Facility Charging
	  ○ Anesthesia charges based on anesthesia time and supply item usage
	  ○ Record Viewer/Reporting
	  ○ Concurrency Management
	  ○ System Reports
	  ○ Discrepancy Management

Your Cooperation/Obligations	• Configure any item master maintenance related to Anesthesia Management • Configure shared Anesthesia macros for facility

Service Project Name: Emergency Medicine
Legacy SKU: B111714

Emergency Department (ED)	• ED Triage and Tracking (patient, provider, and bed tracking) • ED Care Management includes nursing documentation and depart process • Clinician Order Entry (multi-disciplinary including medication) • Prescription writing with requisition printing and faxing • ExitCare ED (Patient Discharge Instructions for Emergency Department)

	• Physician Documentation – Oracle will work with You to automate the physician documentation process based on content available • Oracle Health Millennium PowerForm (Facility Charge Ticket) – The charge will cross to the billing system on the existing Oracle to billing system interface. This form can be launched from FirstNet or PowerChart.

Service Project Name: Microbiology
Legacy SKU: B105684

Oracle Health Microbiology	Oracle Health will provide the following services ("Services").
	• Configure for Oracle Health Microbiology - Implementation according to Model Experience:
	  • Standard Order catalog
	  • Inoculation and Incubation
	  ○ Includes one (1) media label program
	  • Susceptibility Testing
	  ○ Organisms
	  ○ Standard susceptibility process
	  • Resulting
	  • Standard Report catalog
	  • Standard Rule catalog and up to three (3) site specific rules
	  • Auto No Growth
	  • Clinical Validation
	  • Scripted workups
	  • Media Labels
	  • Standard word processing templates and up to five (5) site specific templates
	  • Standard work queues and up to five (5) <for FDN & CAH>, ten (10) <for COMM> site specific queues
	  • *Logical Observation Identifiers Names and Codes (LOINC)*

Your Cooperation/Obligations	You are responsible for the following obligations. • Your team will complete unit testing in non-production domain • Communicate any expected instrumentation changes or order catalog changes to Oracle • Provide knowledge about any applicable local, state, national, or professional accrediting body regulations • Obtain proper testing documentation to comply with any applicable local, state, national, and professional accrediting body regulations. • You are responsible for defining *LOINC* codes for all DTAs with Oracle coaching
Assumptions.	• General Laboratory orders (PCR, NAAT, serology type testing) will be designed in the respective Oracle Health solution. • Discrete Interfaced micro excluded • Optimization activities, as defined in the General Scope section of this Ordering Document, are excluded from scope.

Service Project Name: Oncology
Legacy SKU: B105697

MPages – Chart	• Oncology Summary is a view available from the Table of Contents that aggregates data from across the medical record for streamlined information relevant to oncology.
	• Febrile Neutropenia MPages view gives the clinician the ability to view and trend temperature in relation to ANC and the antibiotics the patient is receiving. Oracle will assist You in the implementation of the latest version of the Febrile Neutropenia MPages view.
	• Quick Orders MPages view enables the quick selection of orders in an outpatient setting.
	  ○ Standard scope does not include the creation of custom scripting.
	• Future Orders MPages view is used to display and manage existing future orders for a patient.
	  ○ Timeline MPages view enables the review of a patient's treatment therapy in context of specific events to understand the impact of treatment on a patient.

General Scope – Consulting / Professional Services (CommunityWorks)

Documentation – iView	• Oracle will work with You to automate the Oncology Clinic and infusion center process through the use of Model forms
Documentation PowerForm	• Documentation includes NCI Toxicity and Grading based on guidelines from the National Cancer Institute version 4.0, ECOG, Karnofsky, and Lansky Performance Status and Scores. o Oracle will work with You to automate the assessment and documentation intake process through the use of Oracle Health standard Oncology iView content. • Previous or concurrent implementation of Advanced Care Documentation is required for complete documentation of care
Flowsheets	• Oncology flowsheet allows You to see clinical results for the patient in context of the patient's chemotherapy treatment. The oncology flowsheet allows You to see clinical results for the patient in the context of the patient's chemotherapy treatment. Cycle labels are displayed above the flowsheet corresponding to the patient's relevant chemotherapy PowerPlan order sets. The oncology flowsheet to view administered medications in context of the lab results, vital signs, and other results. The flowsheet also indicates the regimen and cycle of treatment. A. Oracle will work with You to create additional flowsheets.
Staging	• Interactive cancer staging tool allows You the ability to discretely capture data with the support from pathology and radiology reports and automatically calculates the final clinical and pathological stage. The staging status view displays the clinical and pathological classifications as well as key indicators and signature status. • The latest version of AJCC content will be built into the staging tool. o Non-solid tumor content will be built into the staging tool.
Physician Documentation Outpatient and Inpatient – Dynamic Documentation	• Oracle will work with You to automate the physician documentation process based on content available using Dynamic Documentation functionality. The content included is defined by the subscriptions that have been purchased and are included in Your contract. o The individual providers can personalize content.
Unified Orders	• Oracle will work with You to automate the oncology order management process for the adult specialty. • Regimens are groups of orders sets that allow clinicians to select a treatment protocol for a patient which shows the entire plan of care including future treatment, cycles, dates of treatment, and status of each treatment cycle across time. Oracle will assist in the build of: o Adults – Fifty (50) regimens, non-solid tumor content will be built into the staging tool
Assumptions	• PowerChart Oncology project is estimated to kick off eight (8) weeks prior to the project kick off referenced in the General Scope section of this Ordering Document. • All medications and IV sets required for regimen build are fully configured in the El Centro formulary tool prior to execution of this Ordering Document
Your Obligations	• Provide Pharmacy, Oncologist, and Oncology representatives for regimen design and build • Provide final sign off by an Oncologist on Regimen build prior to Oncology Regimen validation • Provide Pharmacy and Oncology representatives for Oncology regimen validation

Service Project Name: Perioperative
Legacy SKU: B105707

Oracle Health Surgical Management	• Scheduling surgical procedures including the associated resources of surgeons, operating rooms, and equipment • Item master and preference cards • Documentation for pre-admission testing, preoperative, intra operative and postoperative processes • Case tracking • Surgical charges based on operating room time, anesthesia time, supply item usage and/or procedures performed • Standard management and operational reporting • MPages – Perioperative Communication Handoff; Pre-Operative to Intra-Operative Handoff, Intra-Operative to PACU Handoff, and PACU to Floor Handoff

General Scope – Consulting / Professional Services (CommunityWorks)

Your Obligations	• Configure pick list supplies and equipment • Configure nursing documentation defaults and/or segment associates for all applicable procedures and preference cards • Configure applicable preference card comments, surgeon item exceptions, and surgeon comment exceptions in Case Cart Coordinator Manage Preference Cards applications

Service Project Name: Perioperative Surgical and Endoscopic Imaging
Legacy SKU: B111682

Description of Services	• Oracle will configure existing Oracle Health CareAware MultiMedia archive for Digital Objects to function with Surgical Imaging or Endoscopic Imaging system
	• You will:
	  ○ Host an application server for the image capture supplier
	  ○ Provide external wireless connectivity and devices (for example, USB Wi-Fi dongle) for image capture devices that will not have a wired network connection
	  ○ Ensure each endoscope processor has an available trigger cable
	  ○ Provide a technical resource with responsibility for network and firewall access and file share configuration

Assumptions	• Third-party image capture and recording technology must be installed and in production use prior to Oracle project kick-off unless purchased as part of this Ordering Document. • Supplier is responsible for configuring all endoscope and related system(s) to the point where each room can successfully export images to the appropriate file share location with the appropriate XML files generated. • Supplier is responsible for providing training on image capture device workflow.

Service Project Name: Pharmacy Clinical Surveillance
Legacy SKU: B105723

Description of Services	Oracle Health will provide the following services ("Services").
	• Configure for Oracle Health Pharmacy Clinical Surveillance – CommunityWorks - Implementation according to Model Experience:
	  ○ Oracle Health Pharmacy Clinical Surveillance – Worklist:
	  ▪ Standard columns
	  ▪ Standard detail windows
	  ▪ Standard View Point
	  ▪ Thirty (30) standard Discern rules for alerting will be reviewed, tested, and configured for Your localization.
	  ○ Oracle Health Pharmacy Clinical Surveillance – PowerForm:
	  ▪ One (1) Model Content PowerForm will be imported and linked to the Oracle Health Pharmacy Clinical Surveillance Worklist
	  ▪ Oracle Health Pharmacy Clinical Surveillance Interventions
	• Oracle Health Pharmacy Clinical Surveillance – Discern Analytics 2.0 Reporting:
	• Standard Discern Analytics 2.0 reports will be imported, reviewed, configured, and tested with Your localization

Your Cooperation and Obligations.	You are responsible for the following obligations: • Complete Pharmacy Clinical Surveillance prerequisites prior to engagement • Validation of Oracle Health Microbiology or Discrete Interfaced Microbiology System

Assumptions	• The following events will be provided:
	  ○ Integration testing
	  ○ Super-user training

	○ Go-live/conversion • Requested changes to standard rules will follow the global change process and are not guaranteed • Additional rules will require additional professional services if approved • Custom alerting or report requests will require additional professional services • Delivery of Pharmacy Clinical Surveillance will occur after initial project go-live event if a Discrete Microbiology interface connection is required • Custom alerting or report requests will require additional professional services • Delivery of Pharmacy Clinical Surveillance will occur after initial project go-live event if a Discrete Microbiology interface connection is required.

Service Project Name: Infection Control
Legacy SKU: B111681

Oracle Health Infection Control	Oracle Health will provide the following services ("Services"). • Configure for Oracle Health Infection Control - Implementation according to Model Experience: ○ Infection Prevention and Control (ICP) Worklist ○ Rules ○ Reportable conditions ○ Notifications ○ Infection Prevention and Control (IPC) Workflow Mpage ○ Denominator for Procedure Mpage ○ Lines, Tubes, Drains (LTD) Mpage ○ National Healthcare Safety Network (NHSN) Location Mapping Utility ○ NHSN Export Utility ○ Hospital-Acquired Infection (HAI) Confirmation Advisor ○ NHSN regulatory reporting for bloodstream infection (BSI), urinary tract infection (UTI), surgical site infection (SSI), Denominator for Procedure (DFP), LabID/C-diff • Import standard Oracle Health Infection Control monitoring reports: ○ Isolation ○ Organism line list ○ Serology line list ○ Reportable conditions ○ MDRO report ○ LabID MDRO/CDI report ○ CLABSI validation report ○ Advisor line list (status report) ○ HAI advisor line list ○ Device Reports ○ Central line report ○ All devices report ○ ICU ○ Device denominator reports ○ Specialty care area
Your Cooperation and Obligations.	You are responsible for the following obligations. • Verify that Your facility is enrolled in the NHSN • Validation of Oracle Health Microbiology or Discrete Interfaced Microbiology System
Assumptions.	▪ Services will be performed remotely. ▪ Delivery of Infection Control will occur after initial project go-live event if a Discrete Microbiology interface connection is required

	▪ Optimization activities, as defined in the General Scope section of this Ordering Document, are excluded from scope.

Service Project Name: Radiology Suite
Legacy SKU: B105503

Radiology Management	Oracle Health will provide the following services ("Services"). ▪ Configure RadNet according to Model Experience ○ Order entry and cancel functionality ○ Online Worklist ○ Exam Management ○ Bill Only Items ○ Standard Technical Comments ○ Desktop Console Launcher ○ Report Templates ○ Departmental Scheduling Management
Assumptions.	▪ One (1) standard order catalog shared across all facilities ○ Including interface design for orders and results with outside vendors ▪ Optimization activities, as defined in the General Scope section of this Ordering Document, are excluded from scope.

Service Project Name: Radiology Information System [PACS Virtual Desktop Integration]
Legacy SKU: B111700

Description of Services	Implement Third Party PACS Integration net new for El Centro and Pioneers in the existing Pioneers logical domain. • Configure for Third Party PACS Integration according to Model Experience • Integrate up to four (4) workstations with Oracle Health Radiology Information System
Your Obligations	You are responsible for the following obligations. • Work with Your PACS supplier to code an Application Programming Interface (API) with the specifications provided by Oracle
Assumptions	• Your PACS supplier can code to Oracle-specific Third Party PACS integration application programming interface (API) • Oracle Health Radiology Information System (RIS) is in scope • Optimization activities, as defined in the General Scope section of this Ordering Document, are excluded from scope.

Service Project Name: Radiology [Mammography]
Legacy SKU: B111684

Description of Services	Oracle Health will provide the following services ("Services"). • Configure for Oracle Health Mammography according to Model Experience • Tracking of mammography exams with attachment of American College of Radiology (ACR) BI-RADS Atlas • Patient history form with breast diagram • Standard patient notification letters • Standard patient reminder letters • Mammography Quality Standards Act (MQSA) audit reports
Your Cooperation / Obligations	You are responsible for the following obligations. • Collaborate with Your radiology result vendor(s) to return mammography reports in an MDM or ORU message with BI-RADS values in discrete OBX segments

Assumptions	• Your radiology interface vendor(s) can return mammography reports (either in an MDM or ORU message) with discrete BI-RADs (distinct from the textual report) for the Oracle required minimum BI-RAD values. • Optimization activities, as defined in the General Scope section of this Ordering Document, are excluded from scope.

Service Project Name: Transfusion Administration
Legacy SKU: B107538

Description of Services	Oracle will provide the following Services:
	• Conduct an initial introductory Project kickoff session to introduce project team, discuss your role and necessary resources, discuss the project plan, key events, and timeline.
	• Provide project management, laboratory, nursing, bar coding, and information technology (IT) expertise as required to facilitate the implementation of Transfusion software solution.
	• Provide Project Startup and Role Guide to assist with aligning your resources.
	• Conduct weekly project meetings for project status, data collection and preparation for each upcoming event outlined in the Project Plan.
	• Provide a Current State Review agenda that includes the schedule for the onsite visit for the onsite event and facilitate the onsite event meeting. A product demonstration will be provided to Your team during this meeting.
	• Conduct a system design review session with You where system design tools, and consultative services on any decisions for policies and procedures.
	• Conduct a final system design review with You to align with solution configuration.
	• Oracle will provide training for up to eight (8) of Your trainers. This training will be no more than two (2) hour sessions on the day scheduled in the agenda.
	• Provide consultative services in creating training materials.
	• Prepare your site resource(s) to train super/end users.
	• Provide clinical consultation and supporting documents to enable Your development of processes that support change management for the implementation of the Transfusion Administration solution.
	• Provide consultation and documents to guide You through a single validation event of the Transfusion Administration solution.
	• Provides Solution Consulting services.
	  ○ *Current workflow assessment*
	  ○ *Solution Demo (one supporting Model design and one validating design decisions*
	  ○ *Solution Design decisions in Design Manager*
	  ○ *Solution integration into current state.*
	  ○ *Discuss workflows that are changing and are not changing.*
	  ○ *Downtime workflow decisions*
	  ○ *Train your educators to deliver end-user training for the solution workflows.*
	  ○ *Conversion Readiness assessment*
	  ○ *Consulting services in creating training documentation.*
	  ○ *Access requirements*
	  ○ *Discuss and help define Key Performance Indicators (KPIs)*
	• Provide training and consultation during a Maintenance Training event to Your project team on the configuration, maintenance, and deployment of the Transfusion Administration Solution during the project as specified in the Project Plan schedule and agenda on site and remote.
	• Install the Transfusion Administration software onto the domain servers in one (1) training, one (1) non-production, and one (1) production environment(s)
	• Provides Technical Consulting services for your technical team resources.
	  ○ *Barcoding type and design the system supports.*
	  ○ *User Provisioning options and maintenance*
	  ○ *Solution configuration in the Solution Management tool*
	  ○ *Setup for Vitals collection with iBus if applicable*
	  ○ *Connectivity requirements for end-user access to the web-based solution*
	  ○ *Access requirements*
	  ○ *Maintenance Training*
	  ○ *Production Cutover steps and requirements*

	○ *Event Requirements* ○ *Weekly project meetings.* • Provide consulting services and implementation services for each system interface listed below to Millennium or a single third-party system. All interfaces are to meet the Oracle Health interface specifications. ○ *Admit Discharge Transfer (ADT) from the registration system.* ○ *An HL7 BTS Blood Bank Status inbound interface to Oracle Millennium from Oracle Bridge* ○ *An HL7 Transfusion Results inbound interface from Oracle Millennium to Oracle Transfusion Administration* ○ *An outbound Oracle Bridge OPENLink Results update (ORU) to Oracle Millennium* • Perform triage and troubleshooting for each project issue logged by your team. • Provide to You baseline training scripts and consulting services for one (1) integration testing event to guide Your project team on the customization of scripts to meet Your specific needs. • Provides to You a go-live readiness assessment document. Oracle and You will review all items on the readiness assessment and assure logged issues assigned to Oracle are addressed as needed. • Provide support for super users for first three (3) days of go-live. ○ Oracle will provide on-site one (1) technical consultant and one (1) clinical consultant working 12-hour shifts during daytime business hours and will be on-call after hours. Interface Consultant will be remote. • Oracle will coordinate with You daily meetings to review reported issues during Go-Live • Conduct an introduction transition between Your support team and Your advocate. Transition to include the handoff of the support checklist, issue log and goals to Your advocate. • Oracle will conduct a Support turn-over call with the Oracle support team and Your project 30 days post Go-Live. At this time all issues will be handled by the Oracle support team by logging a Service request with support. • Oracle Health will conduct a Health Check event 45 days post Go-Live to review KPI Goals and user adoption.
Your Cooperation / Obligations	You are responsible for the following obligations: • Review Project Startup and Roles Guide, coordinate Your meeting participants. • Procures required equipment and stages equipment as outlined in the project plan. • Implements bar code plans as outlined in the project plan. • Confirm with Oracle the software was installed on the Transfusion administration servers in one (1) training, one (1) non-production, and one (1) production environments • Loads any software on Your devices if needed. Supported 3rd party browsers and Mobile Device applications if needed. • Completes initial assessment, procures room and projectors based on agreed upon kickoff agenda, invites Your participants. • Coordinates and facilitates system design meetings, completes modules and, develops policies and procedures. • Participates in events and weekly meetings outlined in the project plan. Reports and sends issues to Oracle consultant. • Creates new policies and procedures leveraging system design modules Incorporates new policies and procedures in the train the trainer training. • Facilitates training super user training. • Attends and participates in training sessions conducted by Oracle. • Assures all Your personnel are attending the transition to support call • Assures Your specific outcome measurements efforts are ongoing as outlined in the KPI discussions that are part of the Current State Review event
Assumptions	• Oracle will provide hardware requirements for the software solution and as requested, consultation in connection with Your evaluation and selection of hardware. • This scope provides implementation services for a single facility • Duration of the Implementation of Oracle Health Transfusion Administration is expected to be Completed within six (6) months. If included in a larger project with Millennium, then the expectation is within 12 months.

Custom Professional Services - Training and Adoption Services (B110310)

Service Project Name: Organizational Change Management Assessment
SKU: B110310

Description of Services	Oracle will provide the following Services:
	• Facilitate Organizational Change Management Assessment (OCMA). Assessment includes:
	  ○ Organizational evaluation of current culture and business practices to assist You in creating an organizational campaign to influence and promote benefits of system implementation
	  ○ Translating assessment results into Oracle's Communication, Leadership, Engagement, Alignment and Responsibility (CLEAR) change plan which includes motivational tips, as well as communication and learning tactics tailored for Your approach to end-user adoption

Custom Professional Services – Data Services (B110300)

Service Project Name: Pixel Pusher Image Extraction
Legacy SKU: B107580

Description of Services	Oracle Health will provide the following services ("Services").
	• Process Oracle Health Millennium database records and image files into image index files allowing import into a second system
	  ○ "Data Files" refer to all non-database records files that Oracle or You shall provide for migration, such as image files (i.e. TIFF, JPEG, PDF, and BMP files), COLD Files, text files, *Microsoft Word* (i.e. DOC), and other common record files.
	  ○ Supplier will deliver images in their native format.
	  ▪ PDF format can be accommodated for additional cost.
	• Track documents delivered, documents not found, data files delivered, data files not found, corrupted data files, and missing database records
	• Identify disk space requirement estimations required for image archive
	• Assist with shipment of database records and associated data files on encrypted external hard drives (or applicable substitute – STFP)
	• Provide proof of concept phase images and associated image index files
	• Provide production load phase images and associated image index files
	• Documents with annotations will be provided as PDFs with annotations overlayed.
	  ○ Supply Oracle approved encrypted USB disk drives for image and image index transport, if data volume requires.
	• Image processing and indexing preparations for import into Your system
	  ○ Identify all current document types in contributing legacy system
	  ○ Validate number of images being migrated
	  ○ Identify 0 byte, corrupted, or missing non-database or image files
	  ○ Delivered index fields likely consist of BLOB Identification (ID), Batch Name, Account Number, MRN, Date of Birth, Admit Date, Document Type, Last Name, and First Name.
	• Proof of concept phase:
	  ○ Processing of one or more sample sets of database records and associated data files
	• Production phase:
	  ○ Production data files to be provided in a maximum of four (4) processing lots in accordance with the jointly established production schedule for each phase of the project
	  ○ Final production shipment to contain remaining images and image index files not supplied in previous production processing lots
	  ○ Upon approval of Oracle and You, standardized place holder images will be inserted in place of identified missing or corrupt Data files.

Your Cooperation / Obligations	You are responsible for the following obligations. • Designate Oracle migration rules associated with patient level records currently associated with a medical reference number but not presently associated with any single encounter number • Provide the entire Oracle electronic document management (EDM) database or database extraction and associated data files from the Oracle EDM system, ensuring a complete set of database records unless supplied by Oracle • Ensure disk space as required for database, image archive, and image import storage repositories • Ensure ability to connect encrypted external USB connected hard drive to be used during image transports • Bear all costs associated with shipping the encrypted external USB hard drives to Supplier • You will validate/sign-off on all sample work prior to production extracts occurring. • Create front-end and back-end accounts as needed for Oracle staff assigned to project.
Assumptions	• Estimated project duration is dependent on the number of images, number of source systems, number of slices, Your availability, and system connectivity. • All work is performed remotely. • Legacy system may contain clinical encounter-level documents, clinical person-level documents, non-clinical encounter-level documents, and non-clinical person-level documents. • Documents can be processed in any order of date.

	• The database records and associated data files are currently stored in Your legacy EDM system and will be extracted by You or Your agency in accordance with Oracle's standard specifications: https://wiki.cerner.com/x/IYiZY.
	• Legacy system does not contain documents with annotations or signatures. If annotations or signatures are present, they must be merged or otherwise combined with delivered images files. If Your assistance is required to process annotations, additional professional services will be required.
	• Legacy system does not contain documents that will be required to be cold fed.
	• The delivery media shall remain the property of Oracle or its business partner.
	• Additional processing lots (slices) will require additional professional services.
	• Oracle reserves the right to review and potentially require an additional Ordering Document if image counts exceed the defined image quantities noted in this Ordering Document.
	• Oracle reserves the right to the use of Oracle approved Health Insurance Portability and Accountability Act (HIPAA) compliant third party companies to provide additional services to process Your data files. Oracle will remain responsible for the overall delivery and compliance requirements.
	• Prerequisites for client-hosted domains:
	  ○ Appropriate hardware and licensing are in place and You are current on maintenance levels
	  ○ Java 8 or higher
	  ○ Open Office 4.1.15
	  ○ Credentials for web services used (CDI, CAMM6, CAMM7 or access to the SecurePath drives
	  ○ Credentials for the v500 Millennium Oracle database
	  ○ Credentials for the AX Oracle or MS SQL database (if separate from v500)
	  ○ Operational production and non-production Oracle Health Millennium domains with current EDM implemented
	  ○ Administrative access to production and non-production source and target nodes including:
	  ▪ Oracle Health backend hosts, AX servers, and image import storage repositories
	  ○ Oracle Health accounts required to validate image readability
	  ○ Disk space as required for database, image archive, and image import storage repositories
	  ○ Remote access to required systems through Oracle's SecureLink or other remote access solution
	  ○ Ability to connect encrypted external USB connected hard drive to be used during image transports
	  ○ Completed event set hierarchy build and enterprise master patient index (EMPI) upload are required before the production image upload can begin
	  ○ Completed creation of any additional Oracle Health note types as required
	• Oracle Health's image migration service provides the exporting of images and patient related data from the legacy Enterprise Document Management (EDM) system. This process maintains a customer's access to historical information associated with historical patient data. Based on the requirements of Your legacy system, images may be migrated using their current Oracle standard file formats.
	• Completion of the project is defined when Oracle delivers the final import of documents and records as defined above.
	• You will have a period of 30 days following Oracle's delivery of the deliverables to review and accept the deliverables. Your acceptance of the deliverables shall be solely determined by the conformance of the deliverables with the specifications as described above. If the deliverables are unacceptable to You, You shall describe in writing any non-conformance with the specifications and any defects or problems with the conversion. Oracle will make best effort to rectify issues within 30 days from the date of receipt of Your written notice. If You do not provide Oracle with Your written objections to the deliverables within a 30 day period, You will be deemed to have accepted the deliverables.
	• The delivery media shall remain the property of Oracle unless You agrees to purchase disk devices as outlined in a separate arrangement letter.
	• Oracle Health EDM image archive system may contain both clinical and non-clinical encounter level documents, clinical person level documents, non-clinical encounter level documents, and non-clinical person level documents

	• Where documents are being loaded to EDM through COLD FEEDs, all COLD FEED documents including those with overlays will be processed into PDF format. No changes, redirection or stopping of COLD Feed processes will be performed with extraction processing. • The historical image migration summary: Extract in archive mode (all years) • Source database #1 legacy system: CERN_COMF | ELCE_CA | P0581 (CAMM) • Estimated volume of documents: 1,477,632 documents (all years) • Based on growth rates for your site, databases that exceed 2,000,000 documents are subject to additional services and fees. • All work is performed remotely.

Service Project Name: Data Migration Consulting [Deconversion]
Legacy SKU: B107580

Description of Services	Oracle will provide the following Services: • Provide a standard extract from one (1) Oracle Health Millennium CommWx Domain: **CERN_COMF | ELCE_CA | P0581** • Up to two (2) data pulls are included: one (1) for testing and one (1) bulk extract; any additional data loads are subject to additional services. • Standard extract will include the following items provided by Oracle: o Data Sets and Tables ▪ RELATIONSHIPS ▪ ADDRESS ▪ PHONE ▪ LONG_DATA ▪ PERSON ▪ ENCOUNTER ▪ ORDERS ▪ CLINICAL_EVENT ▪ SCHEDULING ▪ SURGINET ▪ BLOOD_BANK ▪ CARDIOVASCULAR ▪ PHARMNET ▪ ANATOMIC PATHOLOGY ▪ GENERAL_LAB ▪ MICROBIOLOGY ▪ PROBLEMS ▪ DIAGNOSIS ▪ PROCEDURE ▪ CLINICAL_MODIFIERS ▪ CODING ▪ MEDIA_MASTER ▪ ALLERGY ▪ FAMILY_HISTORY ▪ SOCIAL_HISTORY ▪ PREGNANCY ▪ PATIENT_TRACKING ▪ TASKS ▪ EKS ▪ CONSENT ▪ AUTHORIZATION ▪ BILLING_ENTITY ▪ CHARGE ▪ PFT_ENCNTR ▪ PFT_TRANS_RELTN ▪ REFERENCE ▪ REFERENCE_SYSTEM o Scanned Document Image Pointer Files

General Scope – Consulting / Professional Services (CommunityWorks)

	▪ Result Statuses: • Auth (verified) • Modified • Altered • Transcribed • Unauth • In Progress ○ Multimedia Files ▪ Content Types: • Clinical Attachment • Clinical Media - Other • Clinical Photos • Clinical Summary • Document Exchange (PDF) • EPCS_RPT • FEES Images • Ophthalmology • PA Attachment • Patient Provided • Patient Sensitive Photo • Person Photo • Rad Breast Diagram Burned Image • RRD Source File • Surgical Imaging • Wound • zCAMM7TEST
Your Cooperation / Obligations	You are responsible for the following obligations: • Report issues within thirty (30) days of the final catchup file occurring; any issues reported post the thirty (30) day issue resolution window are subject to additional services • Sign off on sample file validation prior to any bulk imports occurring • Select the appropriate Continuity of Care (CCD) Template within Clinical View Manager as a part of the project or has the option of building a custom template.
Assumptions	• For data extraction, Oracle will provide Your data from Oracle Health EHR system in accordance with the current version of specifications at the time of signature. • Migration Specifics found on the Wiki: https://wiki.cerner.com/x/rU0Zf • Extract scripts are designed to support the minimum code levels shown below. Code levels below this threshold require additional support fees. ○ Millennium: 2015.01.20 ○ Oracle Command Language (CCL): 8.12.5 • Extract timing is dependent on the volume of data. After design decisions are finalized, Oracle will provide timing estimates for each file delivery. • The historical image migration summary: Extract in **archive** mode (all years) Source database #1 legacy system: CERN_COMF | ELCE_CA | P0581 (CAMM) Estimated volume of documents: **1,477,632 documents (all years)** Based on growth rates for your site, databases that exceed 2,000,000 documents are subject to additional services and fees. • Estimated volume of multimedia files (MMFs): **176,629 artifacts (all years)** Source database: CERN_COMF | ELCE_CA | P0581 (CAMM) Based on growth rates for your site, databases that exceed 1,000,000 artifacts are subject to additional services and fees.

Service Project Name: Enterprise Master Patient Index (EMPI)
SKU: B110300

Description of Services	Oracle will provide the following Services:
	• Complete **preliminary** evaluation of overlap of EMPI extracts from COMF (Pioneers Memorial Healthcare District and El Centro Regional Medical Center.
	  ○ Oracle will complete probabilistic evaluation aggregate files to identify expected level of duplication/overlap in future EMPI for remediation planning.
	  ○ Oracle will prepare a summary and schedule a conference call with the client to review these results.
	  ○ Oracle will provide all details to client.
	  ○ Client with assistance from Oracle will establish match/merge rules to optimize migration load and to determine post-load duplicate remediation effort.
	• Evaluation and remediation of Millennium PROD **following person load to target domain of all files.**
	  ○ Oracle will pull Millennium EMPI COMF
	  ○ Oracle will complete probabilistic evaluation of Millennium EMPI with the new patient records included.
	  ○ Oracle will prepare a summary and schedule a conference call with the client to review these results.
	  ○ Oracle will provide all details to client.
	  ○ Oracle will utilize established match/merge rules to load qualified duplicates into batch combine for resolution
	• Evaluation and remediation of Millennium PROD **following final delta person load to target domain.**
	  ○ Oracle will pull Millennium EMPI.
	  ○ Oracle will complete probabilistic evaluation of Millennium EMPI with the new patient records included.
	  ○ Oracle will prepare a summary and schedule a conference call with the client to review these results.
	  ○ Oracle will provide all details to client.
	  ○ Oracle will utilize established match/merge rules to load qualified duplicates into batch combine for resolution.

Your Cooperation / Obligations	You are responsible for the following obligations: • Connect Oracle Health Associates with the appropriate client stakeholders, including the aligned IT analyst(s) the consultants will support. • Client to provide non-Oracle EMPI extract(s). • Client to review and approve detailed results and agree on follow-up actions and/or match rules. • Client responsible for follow-up actions not addressed through automation • Client to continue to review detailed duplicates going forward • Execute project work, including any necessary design, configuration, testing, training, and/or go-live planning and support.
Assumptions	• Oracle has the ability to pull most Oracle applications, with Client approval • Oracle use probabilistic matching algorithm to determine likely matches of the new EMPI to the existing in Millennium. • Details associated with the EMPI evaluation findings (such as duplicates) will be provided to Client via secured means • All work set forth herein will be performed remotely • Client shall incur additional fees if services are requested beyond the scope of work set forth in this Scope • Oracle Health requires 30 to 60 days following the project start date to accommodate its project staffing requests. • You acknowledge that Oracle Health is not obligated to provide the same project team member previously assigned to the project and that 60 days' notice must be given prior to project restart

Service Project Name: Data Migration Consulting
Legacy SKU: B103791

Description of Services	Oracle will provide the following Services: • Provide a standard migration into one (1) Oracle Health Millennium CommWx Domain: **CERN_COMF | PION_CA | P0581** • Up to three (3) data loads are included: one (1) for testing, one (1) for production, and one (1) catchup file post conversion; any additional data loads are subject to additional services. • Standard import will include the following items provided by Oracle: o Source System #1: **CERN_COMF | ELCE_CA | P0581** ▪ Patient Demographics ▪ Person-level Continuity of Care Documents (CCDs) that include the following sections: • Problems • Allergies • Medications • Immunizations • Procedures
Your Cooperation / Obligations	You are responsible for the following obligations: • Report issues within thirty (30) days of the final catchup file occurring; any issues reported post the thirty (30) day issue resolution window are subject to additional services • Sign off on sample file validation prior to any bulk imports occurring
Assumptions	• For data import, Oracle will migrate Your data into the Oracle Health EHR system in accordance with the current version of specifications at the time You sign this Ordering Document • This project assumes one (1) source system o **CERN_COMF | ELCE_CA | P0581** • Migration Specifics found on the Wiki: https://wiki.cerner.com/x/rU0Zf • Oracle is not responsible for any third-party validation delays which may delay, suspend, or impact project timelines

Service Project Name: Data Migration Consulting [Deconversion]
Legacy SKU: B107580

Description of Services	• Oracle will provide the following Services:Provide a standard extract from one (1) Oracle Health Millennium CommWx Domain: **ELCE_CA** • Up to three (3) data loads are included: one (1) for testing, one (1) for production, and one (1) catchup file post conversion; any additional data loads are subject to additional services. • Standard extract will include the following items provided by Oracle: o Patient Demographics o Person-level Continuity of Care Documents (CCDs) that include the following sections: ▪ Problems ▪ Allergies ▪ Medications ▪ Immunizations ▪ Procedures
Your Cooperation / Obligations	You are responsible for the following obligations:

General Scope – Consulting / Professional Services (CommunityWorks)

	• Report issues within thirty (30) days of the final catchup file occurring; any issues reported post the thirty (30) day issue resolution window are subject to additional services • Sign off on sample file validation prior to any bulk imports occurring • Select the appropriate Continuity of Care (CCD) Template within Clinical View Manager as a part of the project or has the option of building a custom template.

Assumptions	• For data extraction, Oracle will provide Your data from Oracle Health EHR system in accordance with the current version of specifications at the time of signature.
	• Migration Specifics found on the Wiki: https://wiki.cerner.com/x/rU0Zf
	• Extract scripts are designed to support the minimum code levels shown below. Code levels below this threshold require additional support fees.
	  ○ Millennium: 2015.01.20
	  ○ Oracle Command Language (CCL): 8.12.5
	• Extract timing is dependent on the volume of data. After design decisions are finalized, Oracle will provide timing estimates for each file delivery.

EPCS IMPLEMENTATION-COMMWX (B104403)

Description of Services	Oracle will provide the following Services to implement Electronic Prescribing for Controlled Substances (EPCS): • For up to three (3) remote meetings, introduce You to the responsibilities, train, test, and demo steps related to Your implementation. • Provide You with steps and recommendations for identity proofing/credentialing providers • Assist You with guidance for meeting state-based pharmacy laws, boards, and rules using EPCS functionality • Provide You with steps on the nomination and approval of access controls (dual-factor authentication) • Provide You with guidance regarding requirements for performing ongoing security analysis of providers credentials • Build and test EPCS functionality in one (1) of Your production domains • Provide You with one (1) remote conversion preparation meeting • Provide up to twenty (20) hours of remote go-live troubleshooting assistance during the week of go-live during normal business hours • Provide up to twenty (20) hours of remote assistance for up to thirty (30) business days following go-live during normal business hours
Your Cooperation / Obligations	You are responsible for the following obligations: • Designate super users (EPCS administrators) to attend all meetings • Designate administrators, enroll providers, and maintain EPCS credentialing, nomination, and approval processes post go-live • Validate build through end users
Assumptions	• You must have the following prerequisites: o Required Base Code Level: 2012.01 plus necessary .19 or higher packages o Oracle Health Electronic Prescription Interoperability version 10.6 o Oracle Health Electronic Prescription Interoperability Bedrock Registration Wizard ▪ Providers must have an established relationship via this tool for any location(s) from which provider wishes to electronically prescribe controlled substances o Oracle Health Electronic Prescription Interoperability Bedrock Logical Access Control Wizard o Oracle Health Privacy Analytics version 4.5 or higher o Oracle Health MultiMedia Archive o Secondary Factor Authentication o One Drug Enforcement Administration (DEA) approved device; such devices include, but are not limited to: ▪ One-time-password tokens ▫ Soft token ▫ Hard token o Providers who will be utilizing the EPCS functionality must be registered with the Oracle Hub and SureScripts via the Bedrock Wizard to obtain a unique Security Parameter Index for each facility from which they will be e-prescribing. o DEA regulation requires that providers wishing to e-prescribe controlled substance prescriptions be both nominated and approved for this service level; this will occur via the Bedrock Wizard and will require Your input/interaction. o Oracle's standard print requisitions include the necessary DEA components related to EPCS. Any services related to custom requisitions are not included in the Services and may be purchased under a separate contract. o Services will be provided remotely. o Normal business hours are Monday – Friday, 8:00 AM – 5:00 PM CST.

Flywire Platform Implementation (B104055)

Description of Services	Supplier will provide the following Services: • Data Exchange. • Supplier will provision sFTP account(s). • Supplier will automate the receipt via sFTP, validation, and processing of You encounter data into the Supplier platform. • Supplier will develop an automated generation of posting files in a mutually agreed upon file format and delivery via sFTP. • Patient and Staff Experience. • Supplier will provide Oracle and You with a worksheet to capture all information required to build out the patient and staff experiences (e.g. customer support #, hours of operation, lockbox address, etc.). • Supplier will provision the patient and staff experiences based on the agreed upon design document. • Payment Processing. • Supplier will configure and test payment processing on the Supplier platform. • Paper Statements. • Supplier will provide base paper statement template. • Supplier will configure the paper statements in the agreed upon design, using the agreed upon logic.
Your Cooperation / Obligations	You are responsible for the following obligations: • Data Exchange. • Oracle and You will assist in providing required encounter data (patient guarantor, charges, balances, etc.) in a mutually agreed upon file format. • Oracle and You will automate daily feeds to Supplier via sFTP. • Oracle and You will automate the daily receipt via sFTP and processing of posting files. • Oracle and You will automate the daily receipt via sFTP and processing of any scheduled reports for the purpose of synchronizing/updating. • Patient and Staff Experience. • You will complete worksheet in a timely manner, based on the agreed upon project timeline. • Payment Processing. • You will provide payment processing account information. • Paper Statements. • You will provide bank lockbox specifications. • You will provide any required patient statement logic. • You will agree to paper statement design (e.g. logo, address, contact information, color, etc.).
Deliverables	• Branding and online experience requirements definition • Payment processing requirements definition • Paper statement requirements definition • Data exchange requirements definition • Sample Dataset • Branded online experience (landing page, bill page, emails, dunning levels, etc) • Payment processing settings configuration (CC, Check, Cash, PayPal) • Tested data file exchange (data load and reconciliation) • Deployed staging environment for You testing • Payment processing test • Developed paper statement • Paper statement UAT • Statement Production Configuration • End to End UAT

General Scope – Consulting / Professional Services (CommunityWorks)

	• Training

Oracle Health Direct HISP Connection – CommunityWorks – Facilities (B104153)

Defined Terms	• "HISP" means Health Information Service Provider that follows both Direct Project standards and DirectTrust.org policy best practices. • "Registration Authority" means an organization possessing the authority to identity-proof Your facilities on behalf of Oracle for purposes of distributing Direct addresses. • "Authorized Representative" means an individual(s) from Your organization who is responsible for managing access to the ability to send and receive messages for their respective direct domain(s). This person has authority to sign contracts with Oracle.
Description of Services	Oracle will provide the following Services: • Perform necessary identity verification to issue proper digital certificates • Perform and test the HISP configurations necessary to conduct directed exchange • Complete necessary configuration to process Your messages on the Oracle Health Direct HISP • You will be capable of conducting directed exchange using the Oracle Health Direct HISP • Connectivity for one (1) non-production and one (1) production Oracle Health Millennium domain through configuration of one (1) non-production Oracle Health Direct email domain and one (1) production Oracle Health Direct email domain
Your Cooperation / Obligations	• You are responsible for the following obligations: o Timely management of distributing initial and ongoing Oracle Health Direct addresses (including revocation) to send/receive messages via Oracle Health Direct within Your authorized Oracle Health Direct domain(s) o Building any organizational contact lists within Your authorized Oracle Health Direct domain(s) • If You choose not to utilize the recommended Oracle Health Direct default email domain (e.g. @baselinewest.cernerdirect.com), the following additional responsibilities apply: o You are responsible for obtaining and providing proof of ownership of a domain for use in directed exchange that meets industry and Oracle guidelines. The Internet domain registrar utilized by You (e.g. GoDaddy) should be able to support delegated subdomains. If You are unable to secure an Internet domain registrar that supports delegated subdomains, the Oracle Direct standard domain can be utilized, or You may delegate the management of the root domain to Oracle for purposes of conducting Directed exchange on the Oracle Health Direct HISP at no additional cost to You. In the latter case, You still retain responsibility for all contract maintenance and renewal with the Internet domain registrar. ▪ Note: Not applicable if You are a CommunityWorks, specialty venue, or Oracle Health Direct Web Inbox customer leveraging the Oracle Health Direct standard domain. • You are responsible for performing necessary ongoing Domain Name System (DNS) configuration and maintenance to Your domain to process messages through the Oracle Health Direct HISP (e.g. Name Service Record configurations). o Note: Not applicable if You are a CommunityWorks, specialty venue, or Oracle Health Direct Web Inbox customer leveraging the Oracle Health Direct standard domain, or if You are delegating management of Your root domain to Oracle.
Assumptions	• If You cannot complete any of the assumptions set forth below, You may purchase additional professional services hours for an Oracle resource to complete the work; any additional hours may result in additional fees • You are expected to utilize the Oracle Health Direct default domain (e.g. @baselinewest.cernerdirect.com) • If You do not utilize the recommended Oracle Health Direct default email domain, You will need to supply the required DNS configuration knowledge at an analyst skill level (or access to this knowledge, e.g. third party) • One (1) to three (3) weeks for Oracle Health Direct Web Inbox, and four (4) to eight (8) weeks for Oracle Health Millennium use of Oracle Health Direct HISP per implementation, depending upon Your availability and optional DNS expertise • No training will be provided relative to the services set forth in this scope

	• Certification Authority o Oracle or its subcontractor will serve as the Certification Authority for subscribers to Oracle Health Direct; the Certification Practice Statement, available at http://www.cerner.com/cps, describes the Certification Authority's practice for issuing and managing digital certificates and Your responsibilities with respect to Your use of the digital certificates

ORACLE HEALTH EHR PHYSICIAN MOBILITY IMPLEMENTATION – COMMUNITYWORKS (B104276)

Description of Services	Oracle Health will provide the following Services: • Set Up and Configuration: o Configure PowerChart Touch in one (1) production environment. o Provide You with Mobility Extension for Physician user access including *PowerChart Touch*, Camera Capture, and Message Center applications. • Training: o Conduct one (1) one (1) hour virtual training call for the physicians (includes application demonstration). o Conduct one (1) one (1) hour virtual training call for the admins on accessing Oracle Health Central site (includes demonstration of provisioning a *PowerChart Touch* access code). o Provide job aids for physician and admin roles. • Support: o Provide support as mutually agreed upon during concierge, end user training, and conversion to troubleshoot *PowerChart Touch* errors and provisioning errors. o Provide additional support as mutually agreed upon by other technical teams for Oracle Health Central or hardware issues.
Your Cooperation / Obligations	You are responsible for the following obligations: • Identify super users to attend Oracle Health training. • Identify admins. • Provide training to Your physicians who did not attend Oracle Health training. • Provide physicians with PowerChart Touch access codes. • Access codes granted determined by number of licenses purchased. • Ensure users download PowerChart Touch, Camera Capture, and Message Center applications from the Apple iTunes App Store or Google Play store. • Supply Apple iOS or Google Android device(s). • Test system to validate PowerChart Touch is working as designed.

Oracle Health PDMP - Implementation CommunityWorks – Client (B104394)

Description of Services	Oracle will provide the following Services to implement Oracle Health Prescription Drug Monitoring Program (PDMP): • Enable state-centric Oracle Health PDMP data to be available within the clinical workflow through an MPages workflow component. • Provide training via documentation and recorded training videos. • If applicable to the domain: o Perform initial configuration of the Oracle Health PDMP MPages component for Your two (2) domains (one (1) non-production and one (1) production), which will include: ▪ Uniform resource locator (URL) configuration ▪ URL credential configuration ▪ Bedrock MPages view configuration o Perform setup of Your positions with access to the Oracle Health PDMP Gateway MPages component. • Go-live: o Collaborate with You to validate Oracle Health PDMP configuration and connectivity to the end user.
Your Cooperation / Obligations	You are responsible for the following obligations: • Provide access to Oracle Health PDMP for applicable users. • Comply with applicable state Oracle Health PDMP requirements. • Assist with validation of Oracle Health PDMP configuration and connectivity to the end user. • Provide Your subject matter experts or super users to support go-live event.
Assumptions	• High-speed Internet connectivity is required to access Oracle Health PDMP Gateway and associated training materials.

Payment Fusion Payment Terminal Implementation – Devices (B104327)
and
Payment Fusion Merchant ID Implementation - Submitter IDs (B104326)

Third Party Supplier Tasks/Activities	• Provision gateway accounts, software, and associated hardware for You • Ship the devices directly to You • Provide a form to You that includes the permission options for users of Control Center. You will need to return this form and the users' contact information to the Supplier for setup of credentials • Follow all validated point to point encryption (P2PE) policies and procedures internally, including policies and procedures for access control, device management, point of interaction software updates, incident responses, and third-party agreements • Configure user accounts in control center and provide training to You if requested • Send validated P2PE hardware and a P2PE instruction manual (PIM) to You
Your Tasks/Activities	• You may need to install additional Ethernet ports for the devices. • Information technology (IT) resources may need to make changes to the location's network to ensure that the devices can communicate out through their network to the Payment Fusion services. • A technical configuration guide will be provided with the information required to make these changes.
Deliverables	• Gateway account creation, software setup, device provisioning
Project Assumptions	• Ethernet ports are available for wired device at Your location.

Oracle Health Seamless Exchange Implementation for CommunityWorks – Domain (B109178)

Description of Services	Oracle will provide the following Services related to Your Oracle Health Seamless Exchange Implementation: • Facilitate project meetings, as mutually agreed upon between parties, which may include: a Readiness assessment meeting, a Kick-off meeting, project status meeting(s), or other meeting(s). • Prepare a mutually agreed upon project plan outlining implementation events and activities. • Provide You with an Oracle Health Seamless Exchange deployment documentation and design-decision matrix workbook. • Set up (1) Oracle Health Millennium-production domain with Oracle Health Seamless Exchange. This includes enabling Oracle Health Seamless Exchange clinical content through the utilization of existing interoperability products with existing external data sources and enabling Your Oracle Population Health Platform Electronic Health Record (EHR) as a data source in designated production domain. • Configure Record Retrieval Service (RRS) and Record Synchronization Service (RSS) in the cloud-deployed software version in up to one (1) of Your designated production environments. • Enable automated synchronization technology for Your facilities within the designated production environment. Included facilities are identified in the project meetings and designated for Design Decision Matrix review and completion. • Identify and disable appropriate legacy queries during synchronization enablement, as applicable. • Enable external labs, vitals, and documents to map to existing event set and event code configuration. • Provide up to two (2) virtual training sessions of one (1) hour each, on model training materials, to IT and clinical staff responsible for rollout and support. • Validate that Oracle Health Seamless Exchange is Configured and data is available through synchronization to Oracle Health Millennium. • Provide You with a production sign-off form. • Provide up to two (2) weeks of post-conversion assistance during business hours following go-live.
Your Cooperation / Obligations	You are responsible for the following obligations: • Establish procedures to manage external source onboarding and updates of external sources as contributors to Oracle Health Seamless Exchange, as per the project plan. • Participate in project meetings and fulfill role duties as outlined in the project resourcing guide and project plan. • Complete the design-decision matrix workbook. • Develop user training materials and deliver training. • Complete and return production sign-off form prior to production enablement. • Guide production enablement activities through Your defined change control processes. • Maintain Oracle Health Seamless Exchange as outlined during the maintenance training.
Assumptions	• Oracle Health Seamless Exchange provides the ability to choose and include sources of external data to be synced to Oracle Health Millennium. External sources are identified during the project meetings and designated for Design Decision Matrix review and completion. • Business hours are Monday – Friday, 8:00 AM through 5:00 PM Central Time.
Trademarks	• FHIR is the registered trademark of Health Level Seven International (HL7), and its use does not constitute an endorsement by HL7.

ELECTRONIC PRIOR AUTHORIZATION - COMMWX IMPLEMENTATION – CLIENT (B104399)

Description of Services	Oracle will provide the following Electronic Prior Authorization CommunityWorks Implementation Services: • Assign additional services levels to *Surescripts* Prescriber Identifier (SPI) in one (1) production environment to allow for Electronic Prior Authorization (ePA) related transactions to route back to eligible providers. • Conduct superuser training, as mutually agreed upon, on adding associated service levels, management of nursing ePA worklist, and ePA provider workflow.
Your Cooperation / Obligations	You are responsible for the following obligations: • Ensure all relevant demographic information is tied to the provider having the service level added to provider's existing SPI. • Perform testing in production to validate that ePA related transactions route back to eligible providers.
Assumptions	• Services will be performed remotely.

Oracle Health Scheduled Video Visits Implementation - CommunityWorks - Client (B104422)

Description of Services	Oracle will provide the following Services: • Review Video Visit prerequisites and implementation with You. • Complete package load and configuration. • Update existing appointment type(s) or build new appointment type(s). • Enable Video Visit. • Validate technical functionality prior to your validation. • Conduct bi-weekly meetings to review project scope, tasks, and timelines until the completion of the implementation.
Your Cooperation / Obligations	You are responsible for the following obligations: • Validate clinical functionality. • Train end-users on Video Visit functionality. • Participate in bi-weekly meetings to review project scope, tasks, and timelines until the completion of the implementation.
Assumptions	• Oracle Health Patient Portal is implemented, and Your resources are familiar with the functionality. • The Video Visit prerequisites are met.

Service Name: ORACLE HEALTH CARE MANAGEMENT IMPLEMENTATION - CLIENT

SKU: B104390

Description of Services	Oracle will provide You with the following Services related to Your *Oracle Health Care Management* Implementation: • Assist You to achieve project readiness for the *Oracle Health Care Management* solution implementation. • Evaluate data sources with You to connect to the *Oracle Population Health Platform*. • Provide data source requirements for the *Oracle Health Care Management* solution. • Assist You on an approach to utilize *Oracle Population Health Platform* security model and tools for granting and restricting access to solutions, measurements, reports, data, and other variables as needed. • Provide You with Organizational Change Management (OCM) project tasks and deliverables recommended for adoption of the *Oracle Health Care Management* solution. • Assist You on implementing organizational change management strategies to operationalize the ongoing process and sustainment of change management. • Review project charter and obtain Your signature on such charter within thirty (30) days after project startup. • Prepare a mutually agreed upon project plan for events and activities associated with your implementation. • Provide a monthly Executive Status Summary (ESS) to track progress and risks with your implementation. • Assess current state, identify improvement opportunities, and direct localization. • Complete build in one (1) production and one (1) of non-production domains, if *Oracle Health Millennium Platform* integration is utilized. • Assist You through design decisions impacting features and workflows. • Assist You to complete a design workbook with agreed-upon design decisions. • Assist You to finalize design decisions for the Care Management algorithms two (2) weeks prior to the Design Premier event outlined in the project plan. • Share standard workflows and assist You to define future-state workflows. • Assist You with the build of Care Management *mPage* view(s) if *Oracle Health Millennium Platform* integration is applicable. Validation: • Complete internal solution validation prior to Your validation. • Conduct one (1) population and one (1) attribution algorithm validation review to an agreed upon list of participants. • Conduct one (1) *Oracle Health Care Management* identification algorithm and one (1) alignment algorithm validation review to an agreed upon list of participants.
	Training: • Collaborate with You to set up the Oracle learning portal and perform the below activities: ○ Oversee the setup of the learning portal and provide access to the learning content. ○ Coordinate authentication for user access to the learning portal. ○ Provide one (1) remote training event around the learning portal to two (2) administrators. ○ Provide troubleshooting for up to thirty (30) days following the release of Stage one (1) during initial deployment of the learning portal. ○ Maintain *Oracle Health Learning Framework* ○ portal, for up to thirty (30) days after Stage one (1) release, outlined in the Learning Journey activities. ○ Deploy relevant learning journeys and create user groups for roles as agreed upon by You and Oracle. • Conduct one (1) train-the-trainer event or end-user training event to an agreed upon list of participants. • Conduct one (1) maintenance training event to an agreed upon list of participants. • Conduct one (1) training event around data visualization, dashboards, and reports functionality provided by Oracle Health Data Intelligence Analytics to an agreed upon list of participants. Go-live: • Conduct one (1) activation (go-live) event with You. • Provide access to standard training materials and online help pages to users identified by You. • Provide online access to the application as well as to Your specific content page to users identified by You. • Provide up to thirty (30) days of post go-live support following initial activation (go-live) of solution. • Provide access to information sources such as community calls, Illuminations, and *uCern* groups which will connect You to solution and content information to users identified by You.

General Scope – Consulting / Professional Services (CommunityWorks)

Your Cooperation / Obligations	You are responsible for the following obligations: • Engage with suppliers as necessary to provide data sources for *Oracle Population Health Platform.* • Establish data use agreements between Your organization and data source entity. • Define population priority for Care Management Services. • Ensure review, acknowledgement, and execution of project charter within thirty (30 days) after project startup. • Identify the value objectives for the implementation. • Establish communication plan, deployment strategy, and governance. • Provide use cases to Oracle for the *Oracle Health Care Management* solution. • Be responsible for OCM plan creation, execution, decision making, and maintenance throughout the duration of the implementation. • Establish a continuous OCM plan and strategy inclusive of project goals, progress, and other implementation components to produce desired outcomes. • Provide resources to support the Services as required by Oracle. • Modify Oracle standard documentation for You internal use and/or create OCM materials for the project. • Collaborate with Oracle through design decisions impacting features and workflows. • Collaborate with Oracle to complete a design workbook with agreed-upon design decisions. • You will select up to four (4) *Oracle Health Care Management* identification algorithm(s) and one (1) alignment algorithm. • You are expected to finalize Your design decisions for the Care Management algorithms two (2) weeks after the Design Premier event outlined in the project plan. • Configure One Plan component for any *mPage* view(s) not included in the *Oracle Health Care Management* standard solution content in the *Oracle Health Millennium Platform* production. • Validate the solution's functionality and content with Your subject matter experts. • Provide user list and journey designation information for role assignments. • Create training plan collateral and train end-users for initial implementation and subsequent end-user training. • Complete a comprehensive training program to ensure Your users are adopting the system as You intended and are prepared to meet desired outcomes. • Be responsible for standard learning journeys completion by Your users prior to attending formal classroom-based learning lab sessions. • Oversee utilization and administration of users and completion of journeys. • Localize Oracle standard training materials and test scripts as needed. • Perform source data extract creation and ongoing maintenance surrounding data acquisition.
	• Establish user authorization. ○ Maintain personnel/user access permissions by manual build in the *Oracle Population Health Platform* tool or by automated transmission through RESTful application program interfaces (APIs). • Supply a federated identity provider software which supports either Security Assertion Markup Language (SAML) 2.0 or *OpenID* 2.0. • Transition to Oracle's Production Delivery Team 30 days after initial activation (go-live) of solution. • If localization of standard Oracle Health Care Management report content is needed, You will create and maintain custom report content if You have acquired the Oracle Health Analytics Warehouse solution. • Maintain learning materials. • Maintain Oracle Health Learning Framework portal, beginning thirty (30) days after Stage one (1) release, outlined in the Learning Journey activities. • Maintain learning portal tool after learning portal administration training. • Join relevant Oracle sponsored groups, community calls, and Illuminations to stay up to date with solution and content advancements.

Assumptions	• You have contracted with Oracle for Enterprise Master Person Index (EMPI) Service or have an enterprise master patient index service across disparate systems. • If You are implementing Oracle Health Millennium Platform with Oracle Population Health Platform, You will need to be live with Oracle Health Millennium Platform for at least six (6) months prior to activation of Oracle Population Health Platform solutions. • Services commencement is dependent on Your readiness from a resource availability, strategy, and data standpoint. • Non-Oracle data sources will be acquired through the Oracle Population Health Platform. • Ambulatory EMR data is required to be onboarded in order to activate the Oracle Health Care Management solution. • Oracle is not responsible for maintaining Your custom reports and dashboards. • Oracle Oracle Health Learning Framework will utilize standard content. • Maintenance activities can be accessed at https://wiki.cerner.com/display/public/reference/Understand+HealtheIntent+Support+Resources#SupportandConsultingResources-951957473 on Oracle's uCern Wiki. • All Oracle Population Health Platform solutions will reside within one (1) tenant. • Unless otherwise agreed upon by You and Oracle, Services will be performed remotely. • You are responsible for all expenses, if any. • If the comprehensive training is not completed by You one (1) week prior to go-live, Oracle has the right to restrict user log-ons and/or delay go-live. A detailed description of the Oracle Health Learning Framework, including overview information, requirements, policies, and resources can be accessed at https://wiki.cerner.com/x/n9u7hw on Oracle's uCern Wiki. • Oracle is not responsible for Your (or your users) failure to complete recommended or required training and education one (1) week prior to go-live.

ORACLE POPULATION HEALTH ANALYTICS HEDIS QUALITY IMPLEMENTATION – CLIENT

SKU: B104406

Description of Services	Oracle will provide the following Services: • Collaborate with You to achieve project readiness for the *Oracle Population Health Analytics HEDIS Quality* solution implementation. • Evaluate data sources with You to connect to the *HealtheIntent* platform. • Provide data source requirements for the *Oracle Population Health Analytics HEDIS Quality* solution. • Collaborate with You on approach to utilize *HealtheIntent* security model and tools for granting and restricting access to solutions, measurements, reports, data, and other variables as needed. • Provide You with Organizational Change Management (OCM) project tasks and deliverables recommended for adoption of the *Oracle Population Health Analytics HEDIS Quality solution*. • Collaborate with You on implementing organizational change management strategies to operationalize the ongoing process and sustainment of change management. • Assist You with a one-time *HEDIS* personnel group build. • Review project charter and obtain signature thirty (30) days after project startup. • Prepare a mutually agreed upon project plan for events, including the Design Premier event, and other activities associated with implementation. • Provide a monthly Executive Status Summary (ESS) to track progress and risks for this implementation. • Assess current state and identify improvement opportunities. • Collaborate with You through design decisions impacting features and workflows. • Collaborate with You to complete a design workbook with agreed-upon design decisions. • Provide consultation on appropriate measure selection in accordance with Your documentation practices and specialty needs. • Share standard workflows and collaborate with You to define future-state workflows. • Complete internal solution validation prior to Your validation. • Collaborate with You to set up the Oracle learning portal and perform the below activities: o Oversee the setup of the learning portal and provide access to the learning content. o Coordinate authentication for user access to the learning portal. o Conduct one (1) remote training event of up to two (2) hours around the learning portal to two (2) administrators. o Provide troubleshooting of up to thirty (30) days following the release of Stage one (1) during initial deployment of the learning portal. o Maintain Learning Framework portal, up to thirty (30) days after Stage one (1) release, outlined in the Learning Journey activities. o Localize learning journeys and create user groups for roles as agreed upon by Oracle and You. • Conduct one (1) population and one (1) attribution algorithm validation review to an agreed upon list of participants. • Conduct one (1) train-the-trainer event or end-user training event as outlined in the project plan to an agreed upon list of participants. • Conduct one (1) maintenance training event as outlined in the project plan to the agreed upon list of participants. • Conduct one (1) training event as outlined in the project plan around *data visualization, dashboards, and reports functionality provided by Oracle Health Data Intelligence Analytics* to an agreed upon list of participants. • Conduct one (1) activation (go-live) event as outlined in the project plan with You. • Provide access to standard training materials and online help pages to users identified by You. • Provide online access to the application as well as to Your content page to users identified by You. • Provide thirty (30) days of post go-live support following initial activation (go-live) of solution. • Provide access to information sources such as community calls, Illuminations, and *uCern* groups which will connect You to solution and content information to users identified by You.

General Scope – Consulting / Professional Services (CommunityWorks)

Your Cooperation / Obligations	You are responsible for the following obligations: • Engage with other suppliers as necessary to provide data sources for *HealtheIntent*. • Establish any data use agreements between Your organization and data source entity. • Determine which providers will be included in the *HEDIS* personnel groups. • Ensure review, acknowledgement, and signature of project charter thirty (30) days after project startup. • Identify the value objectives for the implementation. • Establish communication plan, deployment strategy, and governance. • Provide use cases for the *Oracle Population Health Analytics HEDIS Quality* solution. • Responsible for OCM plan creation, execution, decision making, and maintenance throughout the duration of the implementation. • Establish a continuous OCM plan and strategy inclusive of project goals, progress, and other implementation components to produce desired outcomes. • Modify Oracle documentation for internal use and/or create OCM materials for the project. • Collaborate with Oracle to complete a design workbook with agreed-upon design decisions. • You will select *HEDIS* measures during the design phase and finalized no later than two (2) weeks after the Design Premier event outlined in the project plan. • Sign an End User License Agreement (EULA) before turning on the *HEDIS* measures. • Validate the solution's functionality and content with assigned subject matter experts. • Provide user list and journey designation information for role assignments. • Create training plan collateral and train end-users for initial implementation and subsequent end-user training. • Complete a comprehensive training program to ensure users are adopting the system as intended and are prepared to meet desired outcomes. If training is not completed one (1) week prior to go-live, Oracle has the right to restrict user log-ons and/or delay go-live. A detailed description of the Learning Framework, including overview information, requirements, policies, and resources can be accessed at https://wiki.cerner.com/x/n9u7hw on Oracle *uCern Wiki.* Oracle is not responsible for Your (or any of Your users) failure to complete recommended or required training and education one (1) week prior to go-live. • Ensure Your Users complete standard learning journeys prior to attending formal classroom-based learning lab sessions. • Oversee utilization and administration of users and completion of journeys. • Localize Oracle standard training materials and test scripts as needed. • Perform source data extract creation and ongoing maintenance surrounding data acquisition. • Ensure user authorization. ○ Maintain personnel/user access permissions by manual build in the *HealtheIntent* tool or by automated transmission through RESTful application program interfaces (APIs). • Supply a federated identity provider software which supports either Security Assertion Markup Language (SAML) 2.0 or *OpenID* 2.0. • Transition to Oracle Delivery Team thirty (30) days after initial activation (go-live) of solution. • Maintain learning materials. • Maintain Learning Framework portal, thirty (30) days after Stage one (1) release, outlined in the Learning Journey activities. • Join relevant Oracle-sponsored groups, community calls, and Illuminations to stay up to date with solution and content advancements.
Assumptions	• You have contracted with Oracle for *Enterprise Master Person (EMPI)* Service or have an enterprise master patient index service across disparate systems. • If You are implementing *Oracle Millennium* with *HealtheIntent*, You need to be live with *Oracle Health Millennium Platform* for at least six (6) months prior to activation of *HealtheIntent* solutions. • Oracle's engagement commencement is dependent on Your readiness from Your resource availability, strategy, and data standpoint. • Non-Oracle data sources will be acquired through the *HealtheIntent* platform. • Adjudicated Claims and Payer Enrollment data are required to be onboarded in order to activate the *Oracle Population Health Analytics HEDIS Quality* solution.

	• With *National Committee for Quality Assurance* (*NCQA*) certified content, You will not be able to make localizations or adjustments. • The *HEDIS* content is only available in the *Oracle Population Health Analytics HEDIS Quality* solution, it is not available to be viewed in the *Oracle Population Health Management* solution. • *Oracle Population Health Analytics HEDIS Quality* content will include supporting three (3) measurement periods, two (2) defined by Oracle (current calendar and following calendar year) and one (1) measurement period defined by You. • You may only have certified content processing at one time (*HEDIS* MY2022) with the exception of a dedicated period for reporting of the previous year and validation of newly released content. • Oracle will not share measure requirements with You (Oracle Wiki pages are not available for Your access). • Manipulation of data within *Oracle Health Analytics Warehouse* tools will not be allowed, such as utilizing concepts in an *EDW* environment outside the measure logic/specifications, and data syndication and extraction. • Oracle Learning Framework will utilize standard content. • Maintenance activities can be accessed at https://wiki.cerner.com/display/public/reference/Understand+HealtheIntent+Support+Resources#SupportandConsultingResources-951957473 on Oracle's *uCern Wiki.* • Devices accessing *Oracle Population Health Analytics HEDIS Quality* must be capable of broadband internet connectivity and have appropriate processing and memory storage necessary for Web browsing. • Services will be performed during normal business hours. • All *HealtheIntent* solutions will reside within one (1) tenant. • The Services will be performed remotely unless otherwise agreed upon by Oracle and You. • You are responsible for all expenses, if any, related to the Services.

ORACLE HEALTH DATA WAREHOUSE IMPLEMENTATION – CLIENT

SKU: B104407

Description of Services	Oracle will provide the following Services: • Collaborate with You to achieve project readiness for the *Oracle Health Data Warehouse* • solution implementation. • Evaluate data sources with You to connect to the *Oracle Health Data Intelligence* platform. • Provide data source requirements for the *Oracle Health Data Warehouse* solution. • Collaborate with You on approach to utilize *Oracle Health Data Intelligence* platform security model and tools for granting and restricting access to solutions, measurements, reports, data, and other variables as needed. • Review project charter and obtain signature thirty (30) days after project startup. • Prepare a mutually agreed upon project plan for events and activities associated with implementation. • Provide a monthly Executive Status Summary (ESS) to track progress and risks for this implementation. • Assess current state, identify improvement opportunities, and direct localization. • Complete build in one (1) production domain. • Collaborate with You through design decisions impacting features and workflows. • Provide You access to Oracle report templates and reporting best practices based on the results of the use case training event as a part of the implementation. • Complete internal solution validation prior to Your validation. • Collaborate with You to set up the Oracle learning portal and perform the below activities: o Oversee the setup of the learning portal and provide access to the learning content. o Coordinate authentication for user access to the learning portal.

	○ Provide one (1) remote training event of up to two (2) hours around the learning portal to two (2) administrators. ○ Provide troubleshooting of up to thirty (30) days following the release of Stage one (1) during initial deployment of the learning portal. ○ Maintain *Oracle Health Learning Framework* portal, up to thirty (30) days after Stage one (1) release, outlined in the Learning Journey activities. ○ Deploy relevant learning journeys and create user groups for roles as agreed upon by Oracle and You. • Conduct one (1) *Oracle Health Data Warehouse* technical training event as outlined in the project plan to an agreed upon list of participants. • Conduct one (1) train-the-trainer event as outlined in the project plan to an agreed-upon list of participants. • Provide access to standard training materials and online help pages to users identified by You. • Provide online access to the application as well as to Your content page to users identified by You. • Provide thirty (30) days of post go-live support following initial activation (go-live) of solution. • Provide access to information sources such as community calls, Illuminations, and *uCern* groups which will connect You to solution and content information to users identified by You.
Your Cooperation / Obligations	You are responsible for the following obligations: • Engage with other suppliers as necessary to provide data sources for *Oracle Health Data Intelligence* platform. • Establish any data use agreements between Your organization and data source entity. • Ensure review, acknowledgement, and signature of project charter thirty (30) days after project startup. • Identify the value objectives for the implementation. • Establish communication plan, deployment strategy, and governance. • Provide use cases for the *Oracle Health Data Warehouse* solution. • Collaborate with Oracle through design decisions impacting features and workflows. • Validate the solution's functionality and content with subject matter experts assigned by You. • Provide user list and journey designation information for role assignments. • Create training plan collateral and train end-users for initial implementation and subsequent end-user training. • Complete a comprehensive training program to ensure users are adopting the system as intended and are prepared to meet desired outcomes. If training is not completed one (1) week prior to go-live, Oracle has the right to restrict user log-ons and/or delay go-live. A detailed description of the Learning Framework, including overview information, requirements, policies, and resources can be accessed at https://wiki.cerner.com/x/n9u7hw on Oracle *uCern Wiki.* Oracle is not responsible for Your (or any of Your users) failure to complete recommended or required training and education one (1) week prior to go-live. • Ensure completion of standard learning journeys by Your users prior to attending formal classroom-based learning lab events. • Oversee utilization and administration of users and completion of journeys. • Localize Oracle standard training materials and test scripts as needed. • Perform source data extract creation and ongoing maintenance surrounding data acquisition. • Ensure user authorization. ○ Maintain personnel/user access permissions by manual build in the *Oracle Health Data Intelligence* platform tool or by automated transmission through RESTful application program interfaces (APIs). • Supply a federated identity provider software which supports either Security Assertion Markup Language (SAML) 2.0 or *OpenID* 2.0. • Transition to Oracle Production Delivery Team thirty (30) days after maintenance training has been completed. • Maintain learning materials. • Maintain Learning Framework portal, beginning thirty (30) days after Stage one (1) release, outlined in the Learning Journey activities.

General Scope – Consulting / Professional Services (CommunityWorks)

	• Join relevant Oracle-sponsored groups, community calls, and Illuminations to stay up to date with solution and content advancements. • Create and maintain analytics and reporting content created using *Oracle Health Data Warehouse*.
Assumptions	• You have contracted with Oracle for *Enterprise Master Person Index (EMPI)* Service or has an enterprise master patient index service across disparate systems. • Services commencement is dependent on Your readiness from Your resource availability, strategy, and data standpoint. • Your ability to create accurate reporting and analytics is dependent on the quality of the source data that is onboarded to the platform. • Oracle is not responsible for maintaining Your custom reports and dashboards. • Oracle Learning Framework will utilize standard content. • Maintenance activities can be accessed at https://wiki.cerner.com/display/public/reference/Understand+HealtheIntent+Support+Resources#SupportandConsultingResources-951957473 on Oracle *uCern Wiki.* • Devices accessing *Oracle Health Data Warehouse* must be capable of broadband internet connectivity and have appropriate processing and memory storage necessary for Web browsing. • Services will be performed during normal business hours. • All *Oracle Health Data Intelligence* platform solutions will reside within one (1) tenant. • Services will be performed remotely unless otherwise agreed upon by Oracle and You. • You are responsible for any travel costs related to the Services. • Oracle and You will deploy specified use cases through applied training sessions that are mutually agreed upon during kickoff and subsequent training sessions.

Oracle Health Readmission Prevention Implementation - Client

SKU: B104419

Description of Services	Oracle will provide the following Services:
	• Work with You to complete a design workbook with agreed-upon design decisions
	• Extract needed Data from *Oracle Health Millennium Acute* to quantify performance of the standard monitoring metrics
	• Complete action items to assess current state, identify improvement opportunities, and direct localization, testing, and implementation
	• Review findings and recommendations of the baseline analysis and gap analysis with You
	• Collaborate with You to develop improvement goals
	• Manage and leverage project plan for events and activities associated with implementation
	• Guide You through design decisions impacting features and workflows
	• Perform build and test activities
	  o Support You to implement Discern rules
	  o Build, localize, and test the Oracle Health Readmission Prevention and Oracle Health Transitions of Care models/algorithms in the production domain (algorithms reside on the Oracle Population Health Platform that only have connection to production environments)
	• Import and localize standard Oracle Health Millennium monitoring reports
	  o Monitoring reports and analysis provided during a thirty (30) day, ninety (90) day, and annual health check
	  o Provide additional monitoring reports on an annual basis through five (5) years post activation
	• Oracle will provide the following:
	  o Executive status reports to track progress and risks for this implementation
	  o Localized future-state workflows

	o An associate to support the setup of the Oracle learning portal and perform the below activities: ▪ Oversee the setup of the learning portal and provide access to the learning content ▪ Coordinate authentication for user access to the learning portal ▪ One (1) education session around the learning portal to two (2) administrators ▪ Provide troubleshooting during initial deployment of the learning portal ▪ Localize learning journeys and create user groups for roles as agreed upon by Oracle and You o Access to standard training materials and online help pages o Access to information sources such as community calls, Illuminations sessions, and uCern groups which will connect You to solution and content information o One (1) design premier event with Your subject matter experts per named objective o One (1) train-the-trainer event or end-user training event to an agreed upon list of participants o One (1) maintenance training event to an agreed upon list of participants o One (1) training around data visualization, dashboards, and reports functionality provided by Oracle Health Data Intelligence Analytics to an agreed upon list of participants o One (1) validation event with Your subject matter experts per named objective o One (1) activation (go-live) event with You o Content focused on providing best practice for prevention of avoidable readmissions, which includes: ▪ Real-time worklist for managing Oracle Health Readmission Prevention and enabling the Oracle Health Readmission Preventionist surveillance, which allows the ability to manage high-risk patients and follow-through post-discharge ▪ Screening and alerting to initiate tracking for adult inpatients: heart failure, pneumonia, acute myocardial infarction, and chronic obstructive pulmonary disease ▪ Screening and alerting to initiate tracking for pediatrics: cystic fibrosis, asthma, and sickle cell anemia ▪ Interdisciplinary plan(s) of care to guide adult and pediatric Oracle Health Readmission Prevention ▪ Standard readmission prevention PowerForms and IView documentation ▪ Better Outcomes by Optimizing Safe Transitions content, including Discern rules and PowerForm documentation ▪ Standard Oracle Health Readmission Prevention Data Intelligence Analytics Reports o Content focused on providing best practice for identifying patients by patient type/profile where the patient has been most successful to then recommend the lowest level of care/optimal venue for the patient's discharge disposition; this includes the following: ▪ Screening and recommendation of discharge disposition and change in readmission risk displayed on the Readmission Worklist ▪ Transitions of Care Survey PowerForm implemented and proper documentation ensured to assist in understanding how the model can be used to redistribute patients in the post-acute care settings
Your Cooperation / Obligations	You are responsible for the following obligations: • Identify the value objectives that the implementation is supporting • Establish communication plan and deployment strategy • Ensure governance support • Provide use cases for solution • Ensure resource and subject matter expert availability and experience for design, training and implementation that aligns with each proposed use case

	• Ensure accountable owners for training and maintenance of solution is identified for continued and ongoing support, even after Oracle has transitioned • Ensure review, acknowledgement, and signature of project charter 30 days after project startup • Perform validation activities with assigned subject matter experts • Create training plan and collateral and train end users for initial implementation and subsequent end-user training, if applicable • Ensure Your users have standard learning journeys completed prior to attending formal classroom-based learning lab sessions • Provide a learning counterpart to assist with and provide classroom logistics for learning lab training, including space for class and a computer for each end user • Maintain learning portal tool after learning portal administration training • Oversee utilization and administration of users and completion of journeys • Provide user list and journey designation information for role assignments • Localize Oracle standard test scripts as needed
Assumptions	• Oracle consulting engagement commencement is determined by Your readiness from a strategy, data, and solution standpoint • You will outline target population during the design phase as outlined in the project plan and finalize no later than two (2) weeks after Design Premier • If Readmission rate data is not available through Oracle Health *Millennium Acute* or a third-party system, the corresponding analysis will either not be performed or will be performed using Oracle default values • Oracle will not perform any manual data collection • During the baseline analysis, performance indicators will be quantified and analyzed • Baseline analysis is performed following defined metrics for a representative timeframe agreed to by You and Oracle, not to exceed one (1) year • You are permitted to run reports in addition to Oracle • You are responsible for report distribution throughout Your organization • Oracle will complete build in one (1) production and one (1) non-production domain • You must be live with Oracle Health Millennium Acute for at least six (6) months prior to implementing the readmission risk score • You will maintain learning materials • You will maintain Learning Framework portal, thirty (30) days after stage one release • Implementations must include a comprehensive training program to ensure users are adopting the system as intended and are prepared to meet desired outcomes. You are required to hold users accountable for completing education. If training is not completed, Oracle has the right to restrict user log-ons and/or delay go-live. A detailed description of the Learning Framework, including overview information, requirements, policies, and resources can be accessed at https://wiki.cerner.com/x/n9u7hw on Oracle's uCern Wiki. Oracle will not be held responsible, and expressly disclaims liability, for any claims involving or relating to Your (or any of Your users) failure to complete recommended or required training and education prior to go-live. • Oracle will perform up to five (5) platform algorithm changes per calendar year; there will be a limit of three (3) simulations for each of these changes. If additional algorithm or simulation changes are needed, You may purchase services at Oracle's then-current fees. • Oracle Learning Framework will utilize Oracle standard model workflows. Changes and localizations to these workflows will require additional services at Oracle's then-current fees • You will utilize necessary tools to create and maintain any custom reports needed; Oracle is not responsible for maintaining Your custom reports and dashboards • You will transition to support 30 days after initial activation of solution • You will have access to support teams to assist with ongoing maintenance and questions • Fees associated with these Services assume a single cycle of work from design to implementation; You may purchase additional services at Oracle's then-current fees if additional services are requested • You will join relevant Oracle-sponsored groups, community calls, and Illuminations to stay up to date with solution and content advancements

	• Health Check timeframes may vary but will still be held around the thirty (30) day, ninety (90) day, and yearly mark after activation.

ORACLE HEALTH DATA SERVICE IMPLEMENTATION – CLIENT

SKU: B104391

Description of Services	Oracle Health will provide the following Services: • Collaborate with You to achieve project readiness for the *Oracle Health Data Service* solution implementation. • Evaluate data sources with You to connect to the *Oracle Population Health Platform*. • Provide data source requirements for the *Oracle Health Data Service* solution. • Collaborate with You on approach to utilize Oracle Population Health Platform security model and tools for granting and restricting access. • Prepare a mutually agreed upon project plan for events and activities associated with implementation. • Provide a monthly Executive Status Summary (ESS) to track progress and risks for this implementation. • Assess current state, identify improvement opportunities, and direct localization. • Complete build in Your one (1) production and one (1) non-production domain if *Oracle Millennium* integration is utilized. • Collaborate with You through design decisions impacting features and workflows. o Configure default sorting options for conditions and medications. o Configure documents viewer and medications dispense viewer. • Collaborate with You to complete a design workbook with agreed-upon design decisions. • Share standard workflows and collaborate with You to define future-state workflows. • Complete internal solution validation prior to Your validation. • Conduct one (1) train-the-trainer event or end-user training event as outlined in the project plan to an agreed upon list of participants. • Conduct one (1) maintenance training event as outlined in the project plan to an agreed upon list of participants. • Conduct one (1) activation (go-live) event as outlined in the project plan with You. • Provide access to standard training materials and online help pages to users identified by You. • Provide online access to the application as well as to Your content page to users identified by You. • Provide access to information sources such as community calls, illuminations, and *uCern* groups to connect You to solution and content information to users identified by You.
Your Cooperation / Obligations	You are responsible for the following obligations: • Engage with other suppliers as necessary to provide data sources for *Oracle Population Health Platform.* • Establish any data use agreements between Your organization and data source entity. • Establish communication plan, deployment strategy, and governance. • Provide use cases for the *Oracle Health Data Service* solution. • Identify the value objectives for the implementation. • Validate the solution's functionality and content with subject matter experts assigned by You. • Create training plan collateral and train end-users for initial implementation and subsequent end-user training. • Perform source data extract creation and ongoing maintenance surrounding data acquisition. • Ensure user authorization. A. Maintain personnel/user access permissions by manual build in the Oracle Population Health Platform tool or by automated transmission through RESTful application program interfaces (APIs).

	• Supply a federated identity provider software which supports either Security Assertion Markup Language (SAML) 2.0 or *OpenID* 2.0. • Transition to Oracle Production Delivery Team thirty (30) days after initial activation (go-live) of solution. • Join relevant Oracle-sponsored groups, community calls, and illuminations to stay up to date with solution and content advancements.
Assumptions	• You have contracted with Oracle for *Enterprise Master Person Index (EMPI)* Service or has an enterprise master patient index service across disparate systems. • Services commencement is dependent on Your readiness from Your resource availability, strategy, and data standpoint. • Non-Oracle data sources will be acquired by through the *Oracle Oracle Population Health Platform*. • Oracle is not responsible for maintaining Your custom reports and dashboards. • Devices accessing *Oracle Health Data Service* must be capable of broadband internet connectivity and have appropriate processing and memory storage necessary for Web browsing. • Services will be performed during normal business hours. • Services will be performed remotely unless otherwise agreed upon by Oracle and You. • You are responsible for any travel costs related to Services.

ORACLE POPULATION HEALTH MANAGEMENT IMPLEMENTATION - CLIENT

SKU: B104392

Description of Services	Oracle will provide You with the following Services related to Your *Oracle Population Health Management* Implementation: • Collaborate with You to achieve project readiness for the *Oracle Population Health Management* solution implementation. • Evaluate Your data sources to connect to the *Oracle Population Health Platform*. • Provide data source requirements for the *Oracle Population Health Management* solution. • Collaborate with You on approach to utilize *Oracle Population Health Platform* security model and tools for granting and restricting access to solutions, measurements, reports, data, and other variables as needed. • Provide You with Organizational Change Management (OCM) project tasks and deliverables recommended for adoption of the *Oracle Population Health Management* solution. • Collaborate with You on implementing OCM strategies to operationalize the ongoing process and sustainment of change management. • Review project charter with You and obtain Your signature 30 days after project startup. • Prepare a mutually agreed upon project plan for events and activities associated with Your implementation. • Provide a monthly Executive Status Summary (ESS) to track progress and risks related to Your implementation. • Complete Measure Crosswalk, Design Premier, Assessment of Registries and Measures to assess current state, identify improvement opportunities, and direct localization. • Collaborate with You to complete a Value Measurement Workshop to identity value priorities and key performance indicators (KPIs). • Complete build in one (1) production and one (1) non-production domain, if *Oracle Health Millennium Platform* integration is utilized. • Collaborate with You on design decisions impacting features and workflows. • Collaborate with You to complete a design workbook with agreed-upon design decisions. • Share standard workflows and collaborate with You to define future-state workflows. • Assist you with measure selection in accordance with Your documentation practices and specialty needs.

	• Collaborate with You to select and finalize up to twenty (20) standard registries no later than two (2) weeks prior to the Design Premier event outlined in the project plan. • Guide You through the implementation of the Recommendations Alignment including the following: o Assist You in the review and crosswalk of faceup *Oracle Population Health Management* measures and Health Maintenance expectations. o Map Health Maintenance satisfiers where appropriate and requested by You. • Collaborate with You on the build of Recommendations Alignment in the *Oracle Health Millennium Platform* production and *Oracle Health Millennium Platform* optional non-production environments. • Complete internal solution validation prior to Your validation. • Deliver to You the findings of User Acceptance Testing (UAT). • Collaborate with You to set up the Oracle learning portal and perform the below activities: o Oversee the setup of the learning portal and provide access to the learning content o Coordinate authentication for user access to the learning portal o Provide one (1) remote training event around the learning portal to two (2) administrators as per project plan o Provide troubleshooting of up to thirty (30) days following the release of Stage one (1) during initial deployment of the learning portal o Deploy relevant learning journeys and create user groups for roles as agreed upon by both parties. • Conduct one (1) population and one (1) attribution algorithm validation review to an agreed upon list of participants, as per project plan. • Conduct one (1) train-the-trainer event or end-user training event to an agreed upon list of participants, as per project plan. • Conduct one (1) maintenance training event to an agreed upon list of participants, as per project plan. A. Conduct one (1) training event data visualization, dashboards, and reports functionality provided by Oracle Health Data Intelligence Analytics to an agreed upon list of participants, as per project plan. • Conduct one (1) activation (go-live) event with You, as per project plan. • Provide access to standard training materials and online help pages to users identified by You. • Provide online access to the application as well as to Your specific content page to users identified by You. • Provide thirty (30) days of post go-live support following initial activation (go-live) of solution. • Provide access to information sources such as community calls, Illuminations, and *uCern* groups which will connect Oracle to solution and content information to users identified by You.
Your Cooperation / Obligations	You are responsible for the following obligations: • Engage with suppliers as necessary to provide data sources for *Oracle Population Health Platform*. • Establish any data use agreements between Your organization and data source entity. • Ensure review, acknowledgement, and execution of the project charter 30 days after project startup. • Identify the value objectives for the implementation. • Establish communication plan, deployment strategy, and governance. • Provide use cases for the *Oracle Population Health Management* solution. • Responsible for OCM plan creation, execution, decision making, and maintenance throughout the duration of Services. • Establish a continuous OCM plan and strategy inclusive of project goals, progress, and other implementation components to produce desired outcomes. • Provide resources to support the Services as requested by Oracle. • Modify Oracle standard documentation for internal use and/or create OCM materials to support the project. • Collaborate with Oracle through design decisions impacting features and workflows. • Collaborate with Oracle to complete a design workbook with agreed-upon design decisions. • You will select registries and measures during the design phase as outlined in the project plan and finalized no later than two (2) weeks after the Design Premier event. • Validate the solution's functionality and content with subject matter experts assigned by You.

	• Complete User Acceptance Testing (UAT). • Provide user list and journey designation information for role assignments. • Create training plan collateral and train end-users for initial implementation and subsequent end-user training. • Complete a comprehensive training program to ensure users are adopting the system as intended and are prepared to meet desired outcomes. If training is not completed one (1) week prior to go-live, Oracle has the right to restrict user log-ons and/or delay go-live. A detailed description of the Learning Framework, including overview information, requirements, policies, and resources can be accessed at https://wiki.cerner.com/x/n9u7hw on Oracle's *uCern Wiki.* Oracle is not responsible for Your (or any of Your users) failure to complete recommended or required training and education one (1) week prior to go-live. • Ensure standard learning journeys completion by users prior to attending formal classroom-based learning lab sessions. • Oversee utilization and administration of users and completion of journeys. • Localize Oracle standard training materials and test scripts as needed. • Perform source data extract creation and ongoing maintenance surrounding data acquisition. • Ensure user authorization: A. Maintain personnel/user access permissions by manual build in the *Oracle Population Health Platform* tool or by automated transmission through RESTful application program interfaces (APIs). • Supply a federated identity provider software which supports either Security Assertion Markup Language (SAML) 2.0 or *OpenID* 2.0. • Transition to Oracle's Production Delivery Team 30 days after initial activation (go-live) of solution. • Responsible for the build and maintenance of additional scorecard(s). • Collaborate with Oracle on the build of Recommendations Alignment in the *Oracle Health Millennium Platform* production and *Oracle Health Millennium Platform* non-production (optional) environments. • Responsible for optimizing Health Maintenance build, if applicable. • If localization of standard *Oracle Population Health Management* report content is needed,will create and maintain custom report content if You has acquired the *HealtheEDW* solution. • Maintain learning materials. • Maintain Learning Framework portal, thirty (30) days after Stage one release, outlined in the Learning Journey activities. • Maintain learning portal tool after learning portal administration training. • Join relevant Oracle sponsored groups, community calls, and Illuminations to stay up to date with solution and content advancements.
Assumptions	• You have contracted with Oracle for *Enterprise Master Person Index (EMPI)* Service or have an enterprise master patient index service across disparate systems. • If You are implementing *Oracle Health Millennium Platform* with *Oracle Population Health Platform*, You must be live with *Oracle Health Millennium Platform* for at least six (6) months prior to activation of *Oracle Population Health Platform* solutions. • Services commencement is dependent on Your readiness from a resource availability, strategy, and data standpoint. • Non-Oracle data sources will be acquired through the Oracle *Oracle Population Health Platform*. • Ambulatory EMR, Adjudicated Claims, or Billing data is required to be onboarded in order to activate the *Oracle Population Health Management* solution. • In the web application of *Oracle Population Health Management*, You will only have programs identified to clinical standard, running face up. • Oracle standard registries will have defined registry and measure algorithms. • Recommendations Alignment will be implemented if You have *Oracle Health Millennium Platform* Ambulatory. • Oracle is not responsible for maintaining Your custom reports and dashboards. • Oracle Learning Framework will utilize standard content.

	• Maintenance activities can be accessed at https://wiki.cerner.com/display/public/reference/Understand+HealtheIntent+Support+Resources#SupportandConsultingResources-951957473 on Oracle's *uCern Wiki.* • Devices accessing *Oracle Population Health Management* must be capable of broadband internet connectivity and have appropriate processing and memory storage necessary for Web browsing. • Services will be performed during normal business hours, Monday – Friday, 8:00am – 5:00pm. • All *Oracle Population Health Platform* solutions will reside within one (1) tenant. • Unless otherwise agreed by the parties, Services will be performed remotely. • You are responsible for expenses, if any, related to Services.

Oracle Health Diagnosis Insights Implementation – Client

SKU: B104412

Description of Services	Oracle will provide the following Services: • Collaborate with You to achieve project readiness for the Oracle Health Diagnosis Insights solution implementation. • Evaluate data sources with You to connect to the Oracle Population Health Platform platform. • Provide data source requirements for the Oracle Health Diagnosis Insights solution. • Collaborate with You on approach to utilize Oracle Population Health Platform security model and tools for granting and restricting access to solutions, measurements, reports, data, and other variables as needed. • Provide You with Organizational Change Management (OCM) project tasks and deliverables recommended for adoption of the Oracle Population Health Management solution. • Collaborate with You on implementing organizational change management strategies to operationalize the ongoing process and sustainment of change management. • Review project charter and obtain signature within thirty (30) days of project startup. • Prepare a mutually agreed upon project plan for events and activities associated with implementation. • Provide a monthly Executive Status Summary (ESS) to track progress and risks for this implementation. • Assess current state, identify improvement opportunities, and direct localization. • Complete build in Your one (1) production and one (1) non-production domain if Oracle Health Millennium integration is utilized. • Collaborate with You through design decisions impacting features and workflows. • Collaborate with You to complete a design workbook with agreed-upon design decisions. • Deployment of Substitutable Medical Applications and Reusable Technologies (SMART) Diagnosis Insights. • Deployment of Hierarchical Condition Category (HCC) Application Product Interfaces (APIs), if You have deployed Oracle Health Diagnosis Insights solutions. • Share standard workflows and collaborate with You to define future-state workflows. Training: • Collaborate with You to set up the Oracle learning portal and perform the below activities: o Oversee the setup of the learning portal and provide access to the learning content. o Coordinate authentication for user access to the learning portal. o Provide one (1) remote training event around the learning portal to two (2) administrators. o Provide troubleshooting of up to thirty (30) days following the release of Stage one (1) during initial deployment of the learning portal. o Maintain Learning Framework portal, up to thirty (30) days after Stage one (1) release, outlined in the Learning Journey activities. o Deploy relevant learning journeys and create user groups for roles as agreed upon by Oracle and You.

General Scope – Consulting / Professional Services (CommunityWorks)

	• Conduct one (1) train-the-trainer event or end-user training event to an agreed upon list of participants. • Conduct one (1) maintenance training event to an agreed upon list of participants. o Conduct one (1) training event around data visualization, dashboards, and reports functionality provided by Oracle Health Data Intelligence Analytics to an agreed upon list of participants. Validation: • Complete internal solution validation prior to Your validation. • Conduct one (1) population and one (1) attribution algorithm validation review to an agreed upon list of participants. Go-live: • Conduct one (1) activation (go-live) event with You. • Provide access to standard training materials and online help pages to users identified by You. • Provide online access to the application as well as to Your content page to users identified by You. • Provide thirty (30) days of post go-live support following initial activation (go-live) of solution. • Provide access to information sources such as community calls, Illuminations, and *uCern* groups which will connect You to solution and content information to users identified by You.
Your Cooperation / Obligations	You are responsible for the following obligations: • Engage with other suppliers as necessary to provide data sources for Oracle Population Health Platform. • Establish any data use agreements between Your organization and data source entity. • Ensure review, acknowledgement, and signature of project charter thirty (30) days after project startup. • Identify the value objectives for the implementation. • Establish communication plan, deployment strategy, and governance. • Provide use cases for the Oracle Health Diagnosis Insights solution. • Responsible for OCM plan creation, execution, decision making, and maintenance throughout the duration of the implementation. • Establish a continuous OCM plan and strategy inclusive of project goals, progress, and other implementation components to produce desired outcomes. • Provide resources that would support the Oracle Health Diagnosis Insights solution implementation as indicated by Oracle. • Modify Oracle standard documentation for internal use and/or create OCM materials for the project. • Collaborate with Oracle through design decisions impacting features and workflows. • Collaborate with Oracle to complete a design workbook with agreed-upon design decisions. • Validate the solution's functionality and content with subject matter experts assigned by You. • Provide user list and journey designation information for role assignments. • Create training plan and train end users for initial implementation and subsequent end-user training. • Complete a comprehensive training program to ensure users are adopting the system as intended and are prepared to meet desired outcomes. • Be responsible for standard learning journeys completion by Your users prior to attending formal classroom-based learning lab sessions. • Oversee utilization and administration of users and completion of journeys. • Localize Oracle standard training materials and test scripts as needed. • Be responsible for setup and use of HCC application program interfaces (APIs). • Perform source data extract creation and ongoing maintenance surrounding data acquisition. • Ensure user authorization. o Maintain personnel/user access permissions by manual build in the Oracle Population Health Platform tool or by automated transmission through RESTful APIs. • Supply a federated identity provider software which supports either Security Assertion Markup Language (SAML) 2.0 or *OpenID* 2.0.

	• Transition to Oracle Production Delivery Team thirty (30) days after initial activation (go-live) of solution. • If localization of standard Oracle Health Diagnosis Insights report content is needed, You will create and maintain custom report content if You have acquired the *HealtheEDW* solution. • Maintain learning materials. • Maintain Learning Framework portal, beginning thirty (30) days after Stage one (1) release, outlined in the Learning Journey activities. • Maintain learning portal tool after learning portal administration training. • Join relevant Oracle-sponsored groups, community calls, and Illuminations to stay up to date with solution and content advancements.
Assumptions	○ You have contracted with Oracle for *Enterprise Master Person Index (EMPI)* Service or has an enterprise master patient index service across disparate systems. ○ If You are implementing Oracle Health Millennium with Oracle Population Health Platform, You need to be live with Oracle Health Millennium for at least six (6) months prior to activation of Oracle Population Health Platform solutions. ○ Oracle Consulting engagement commencement is dependent on Your readiness from Your resource availability, strategy, and data standpoint. ○ Non-Oracle data sources will be acquired by through the Oracle Population Health Platform platform. ○ Billed Claims, Adjudicated Claims, Payer Enrollment, and EMR data is required to be onboarded in order to activate the Oracle Health Diagnosis Insights solution. ○ Oracle is not responsible for maintaining Your custom reports and dashboards. ○ Oracle Learning Framework will utilize standard content. ○ Maintenance activities can be accessed at https://wiki.cerner.com/display/public/reference/Understand+HealtheIntent+Support+Resources#SupportandConsultingResources-951957473 on Oracle's *uCern Wiki.* ○ Devices accessing Oracle Health Diagnosis Insight must be capable of broadband internet connectivity and have appropriate processing and memory storage necessary for Web browsing. ○ Oracle Consulting Services will be performed during normal business hours. ○ All Oracle Population Health Platform solutions will reside within one (1) tenant. ○ Oracle is not responsible for Your (or any of Your users) failure to complete recommended or required training and education one (1) week prior to go-live. If training is not completed one (1) week prior to go-live, Oracle has the right to restrict user log-ons and/or delay go-live. A detailed description of the Learning Framework, including overview information, requirements, policies, and resources can be accessed at https://wiki.cerner.com/x/n9u7hw on Oracle's *uCern Wiki.* ○ All work set forth in this Scope will be performed remotely unless otherwise agreed upon by Oracle and You. ○ Any travel costs related to this implementation are Your responsibility.

Oracle Health MIPS Qualified Registry Reporting Implementation - Client

SKU: B106636

Description of Services	Oracle will provide the following Services: • Identify all reporting options required for the current submission period for Medicare Access and CHIP Reauthorization Act of 2015, including providers not submitting through Oracle as their data submission vendor (such as Accountable Care Organization reporting), including the corresponding approach for Merit-Based Incentive Payment Program (MIPS)/Alternative Payment Models or Promoting Interoperability • Assist with the design and configuration of selected measures from which Oracle has standard content as a Qualified Registry for the current reporting requirements • Support troubleshooting of Your validation of the content that will be submitted to Centers for Medicare and Medicaid Services (CMS) for quality measures • Assist You in achieving project readiness for strategy, data, and solution implementation • Evaluate data sources with You to connect to the Oracle Population Health Platform • Assist You in understanding the data acquisition needs to satisfy reporting requirements • Provide consultation on appropriate measure selection in accordance with Your documentation practices and specialty needs (provider mix) • Manage and leverage project plan for events and activities associated with this implementation • Guide You through design decisions impacting features and workflows • Complete action items to assess current state, identify improvement opportunities, and direct localization, testing, and implementation • Evaluate documentation practices to determine if data will be discrete and appropriate • Complete internal validation of feature functionality and content prior to Your validation • Collaborate with You on approach to utilize Oracle Population Health Platform security model and tools for granting and restricting access to solutions, measurements, reports, data, and other variables as needed • Oracle will provide the following: o Executive status reports tracking progress and risks for this implementation o Localized future-state workflows o One (1) train-the-trainer or end-user training event to an agreed-upon list of participants o Education and support on the API submission process o Access to online help pages o Online access to the application as well as to Your specific content page o Access to information sources such as community calls, illuminations, and uCern groups which will connect You to the solution and content information • An API will be provided to submit requirements directly to CMS
Your Cooperation / Obligations	You are responsible for the following obligations: • Validate the content to be submitted to CMS for quality measures • Confirm reporting method for eligible clinicians for MIPS: Individual or Group submission • Select appropriate measures for the current submission period based on MIPS scoring methodology • Identify all eligible clinicians and their required reporting program within Your organization • Identify the value objectives that the implementation is supporting • Establish a communication plan and deployment strategy • Ensure governance support • Provide use cases for the solution • Ensure resource availability and experience for design, training, and implementation that aligns with each proposed use case • Perform validation activities: o Adhere to required validation thresholds established through the CMS annual self-nomination process • Localize Oracle standard test scripts as needed • Engage with other suppliers as necessary to provide data sources for Oracle Population Health Platform

General Scope – Consulting / Professional Services (CommunityWorks)

	• Establish any data use agreements between Your organization and data source entity • Perform source data extract creation and ongoing maintenance surrounding data acquisition • Ensure all data necessary to populate MIPS reporting requirements is onboarded onto the platform • Ensure user authentication o Maintain personnel/user access permissions by manual build in the Oracle Population Health Platform tool or by automated transmission through RESTful application program interfaces (APIs) • Ensure user authentication • Supply a federated identity provider software which supports either Security Assertion Markup Language (SAML) 2.0 • Responsible for submission requirements of available quality measures • Initiate submission to CMS through API
Assumptions	• Fees associated with this scope cover the Oracle supported measures for Traditional MIPS and MIPS Value Pathways (MVP) submission; this scope does not cover APM Performance Pathway (APP) • Oracle consulting engagement commencement will be determined by Your readiness from a strategy, data, and solution standpoint • Devices must be capable of broadband internet connectivity and have appropriate processing and memory storage necessary for web browsing • External data sources will be acquired through the Oracle Population Health Platform • You will utilize the necessary tools to create and maintain any custom reports needed; Oracle is not responsible for maintaining Your custom reports and dashboards • You will transition to support within thirty (30) days after MIPS or MVP submission is complete • You will have access to support teams to assist with ongoing maintenance and questions • Oracle will perform up to five (5) platform algorithm changes per calendar year; there will be a limit of three (3) simulations for each of these changes. If additional algorithm or simulation changes are needed, You may purchase services at Oracle's then-current fees • Fees associated with this scope assume a single cycle of work from design to implementation. You may purchase additional services at Oracle's then-current fees if additional services are requested • Merit-Based Incentive Payment Program content offered by Oracle cannot be modified by You • You have contracted with Oracle for the Oracle Population Health Platform master patient index service or has an enterprise master patient index service across disparate systems • You will join relevant Oracle-sponsored groups, community calls, and illuminations to stay up to date with the solution and content advancements • Submission of data to CMS is dependent on You meeting Oracle's published deadlines. Failure to adhere to these deadlines will result in Oracle not submitting MIPS or MVP quality measure data for impacted measure(s) • All measure validation must be complete and all issues logged prior to December 15 in the current reporting period • All measure issues must be resolved prior to March 15 following the reporting period • Submission of data to CMS is not a guarantee of payment by CMS • Clinicians have data completeness in Oracle Population Health Platform according to Quality Payment Program requirements

Oracle Health CommunityWorks Application Management Services

Part #: B102131
Cerner Legacy Part #: SA-206000-AMS

Scope of Use

The Application Management Services (AMS) fees set forth in the "Solutions" section of this Ordering Document are based on the following scope of use limits.

Scope of Use Metric	Scope of Use Limit
Licensed Solutions to be managed	Community Works
Licensed Beds	Pioneers Memorial Hospital - 107 EL Centro Regional Medical Center – 161

Responsibilities*	Oracle	You
Maintain level one (1) help desk to provide first line of support to end users		X
Add new users' and manage the individual users' accounts		X
Conduct end-user training		X
Identify and provide printer and printer location(s) list		X
Provide accurate Ticket description and example; provide point of contact who can verify request is complete		X
Manage hardware and desktop personal computers (PCs)		X
Provide single point of contact for proper escalation of Incidents and Problems		X
Provide escalation process within Your organization		X
Log all Incidents in accordance with documented processes set forth in the Ordering Document		X

* Additional roles and responsibilities are set forth in the Oracle Health CommunityWorks Managed Services Scope

AMS	Assumptions
Fees Include	• Level two (2) application Support for all Oracle Health Millennium Licensed Software • Change management • Maintenance activities (including Configuration Changes to the managed software such as new health plan, formulary product, or charge) • Application monitoring (e.g., interfaces, printers, and fax stations) • Content management (e.g., *ICD-10*, *CPT-4,* and Drug/Allergy file) • Proactive Maintenance checks • Oracle Health Millennium software upgrades
Fees Exclude	• Technical infrastructure required to run the Managed Software • Third-party software • Professional (implementation) services for the design and/or build of additional Licensed Software • Professional (implementation) services for the design and rebuild of the managed software • Modifications to source code or addition of custom tables • Development of and/or delivery of end-user training for any Licensed Software • Development of interfaces • Development and modifications of custom reports, or Discern rules • Development of Discern Advisors, MPages, and National Hospital Inpatient Quality Measures (NHIQM) • Facility or clinic professional services rollouts • Clinical and support departmental workflow tasks that include or impact patient activity data (i.e., patient combines, placing orders, documenting results) • Subscription for content items such as Oracle Health Multum Drug Database, *ICD-10*, *CPT-4*, etc. • Oracle Health CareAware and FetaLink upgrades

APPLICATION MANAGEMENT SERVICE LEVEL OBJECTIVE (SLO)

Definitions

- **Configuration Change** means a requested change to a reference build.
- **Incident** means an unplanned interruption or reduction in quality of an Oracle production solution or service.
- **Problem** means the root cause of one or more existing or potential Incidents.
- **Service Level Objective ("SLO")** means a goal for the duration Oracle will have to close a Ticket. SLOs shall not be subject to service level credits.
- **Ticket** means the work requested by You for Oracle to troubleshoot and repair or add Configuration Changes to the production solutions.

Application Incident Performance Time

Application Incident Resolution SLO performance time for a resolution will be calculated as the difference between the time a request is "opened" in Oracle tracking tool and the time the request is documented as "closed" in Oracle tracking tool, less the time the Incident is in "Client Action" in Oracle tracking tool. An Incident is considered in "Client Action" when Oracle is asking You a question or when Oracle is requesting information from You or for the duration of Your validation.

Application Incident Resolution SLO performance time for requests needing a software change (software defect or software enhancement) will be calculated from the time the request is "opened" in Oracle tracking tool until the time the request is identified as needing a software change, less the time the request is in "Client Action" in Oracle tracking tool. The request will be closed in the Oracle tracking tool at the time the software change is identified and will be tracked via Oracle software release process.

Application Incident Resolution SLO

All Your reported application incidents will be analyzed upon receipt and categorized as set forth in the table below.

Priority	Description	SLO
Critical	Critical system processing has stopped, all locations are impacted, and Users are unable to perform on the managed software. No workaround, bypass or alternative is available. Major financial impact and patient safety condition exists.	Six (6) hours
High	A key component, solution or critical system is down, degraded, or unusable. Processing is severely impacted, one or more inpatient locations are impacted and no acceptable workaround, alternative or bypass exists. Some financial impact and patient care condition exists.	Eighteen (18) hours
Moderate	A component, minor solution or procedure is down, unusable, or difficult to use. There is some operational impact but no immediate impact on service delivery, financial or patient care. An acceptable workaround, alternative or bypass exists. One or more of Your locations are impacted. Problems that would be considered critical or high that have a workaround, alternative or bypass available will be assigned as a moderate Incident.	Three (3) Business Days
Minor	A component, procedure, or personal application (not critical to You) is unusable. No impact to business, single Incident failure, and a workaround, alternative or bypass is available. Deferred maintenance is acceptable.	Six (6) Business Days

Application Configuration Change Performance Time

Application Configuration Change SLO performance time will be calculated as the difference between the time a request is "opened" (after You approve request) in Oracle tracking tool and the time the request is documented as "closed" (after the change is moved into the production environment and validated by You) in Oracle tracking tool, less the time the request is in "Client Action" in Oracle Service Tracking Tool. The request is considered in "Client Action" when Oracle is asking You a question or when Oracle is requesting information from You.

Application Configuration Change SLO performance time for requests needing a software change (software defect or software enhancement) will be calculated from the time the request is "opened" in Oracle tracking tool until the time the request is identified as needing a software change, less the time the request is in "Client Action" in Oracle tracking tool. The request is considered in "Client Action" when Oracle is asking a question or when Oracle is requesting information from You.

Application configuration requests are changes to support existing functionality in the Managed Software. All Application configuration requests will be analyzed upon receipt. Oracle and You will agree upon the entitlement unless otherwise already defined. Requests may be grouped together into single projects, with agreement by Oracle and You. The custom groupings may affect how the request will be categorized (due to level of complexity involved in the complete project).

Entitlement	Description	SLO
Critical	The request will resolve an issue with patient care or have a positive financial impact.	24 hours
High	The request is of a time-critical nature that will not necessarily affect patient care or create a financial impact to You.	48 hours
Basic	Examples of basic configuration include updates to an existing orderable, printer, appointment type, etc.	Five (5) Business Days
Advanced	Examples of advanced configuration include updates to an existing power-form, chart form, new orderable, etc.	Ten (10) Business Days
Complex	Examples of complex configuration include updates to an existing interface script, new power-form, new chart format, etc.	Fifteen (15) Business Days
Requiring Scope Definition	These requests will be for efforts that require a scope to be defined. Both parties will agree upon the turnaround time for these types of requests after the scope has been determined and mutually agreed upon. Oracle is responsible for developing a business design and associated scope for such requests.	Negotiated at time of scoping

Remote Hosting (Recurring Fees)

Part #: B102136
Oracle Legacy Part #: CTS-RHORECUR

Defined Terms	**Computing System(s)** consists of the Oracle-owned and managed server(s), Layered Software, and storage required to provide the managed services scope set forth herein. **Data Center** means the facility where the services and data will be hosted. Services are provided using a combination of private and public cloud infrastructure (e.g., Oracle owned facilities, Oracle Cloud Infrastructure, or other public cloud infrastructure). **First Productive Use** means the time in which end users are using the Production Domain for patient care and related service activities. **Layered Software** means the third-party software "layered" between the operating system (OS) and the Oracle Health applications required for the Computing System to function (e.g., OS, middleware, database software, *Citrix*, etc., where applicable) **Local Area Network (LAN)** means the computer network and cabling generally associated with Your site local premises. **Major System Change** means a material change to the system, including a server upgrade, OS upgrade, New Release upgrade, storage-area network (SAN) upgrade, network upgrade, and database upgrade. **Oracle Health Hosting (OHH)** means Oracle's Managed Services division within Oracle which provides Remote Hosting Operations ("RHO") services to You. **Peak Concurrent Logons** means the highest number of concurrent front-end system logons (e.g., *Citrix* servers, web servers, etc.) measured each day throughout each month, with the highest day being used to determine the Peak Concurrent Logon count. **Remote Hosting Operations (RHO)** means the Oracle Health Remote Hosting Services that Oracle provides to clients for the operation of the health care related solutions included in this agreement (also known as "RHO Managed Services"). **Steady State** means the period of time following a System Stabilization Period and ending at the next Major System Change. **System Stabilization Period** means the seventy-two (72) hour window following First Productive Use and following a Major System Change. **Wide Area Network (WAN)** means a computer network that connects over a broad area (e.g., any network whose communications extends beyond the local campus and includes links crossing metropolitan, regional, or national boundaries).
Description of Services – Oracle Health Hosting	The CommunityWorks Service provides application delivery using a multi-tenant shared infrastructure model. Multiple non-affiliated clients will be hosted in a common domain using a shared system model. In a shared model, systems and application management will be centralized to allow for the implementation of timely and efficient releases of application software upgrades and enhancements. Oracle will manage all New Releases, change activities (including routine maintenance, if applicable), and scheduled downtimes across members of the shared domain. Oracle will configure and set up the infrastructure required for work to begin on the implementation project and will continue to deploy systems as needed to support the services. This setup and configuration may include activities such as the initial procurement and installation of the hardware and storage, as well as installation and configuration of operating systems, database, and other required software. Access is provided to one (1) Production environment and appropriate Non-Production environment(s) to support application testing and training. Oracle Health Remote Hosting ("Managed Services") fees for the CommunityWorks Service in the "Ordered Items" section of this Ordering Document are based on the following Scope of Use Limits, Assumptions, and Responsibilities. Oracle will provide and install the Layered Software (e.g., OS, middleware, database, etc.) needed to support the Oracle Health Licensed Software, and applicable Sublicensed Software.

Scope of Services	
Scope of Use Metric	**Scope of Use Limits**
Peak Concurrent Logons (Millennium EMR)	604
Other Oracle Health Solution Specific Scope of Use Limits, Responsibilities, and Assumptions	

Oracle Health 724Access Downtime Viewer (DTV)

- Provide DTV servers hosted in the Data Center for sending data to one (1) “Pumper PC” located at Your site.
- DTV servers are sized to support up to thirty (30) days of Millennium historical data.
- You are responsible to provide, manage, and support the “Pumper PC” required to distribute the DTV data to individual workstations, including software configuration, code updates, etc. (Note – Pumper PC estimated to support up to 20 DTV workstations.)
- You are responsible to provide, manage, and support all local DTV workstations and associated requirements, including software configuration, code updates, etc. This includes routine checks to confirm data has been received from the Pumper PC.

Oracle Health Transfusion Administration / Specimen Collections / Milk Management

- Oracle will provide hosting capacity to support solution functionality.

FetaLink

- Provide (6) FetaLink Servers: (4) Production Servers and (2) Test Servers (located at Your Site but remotely managed b Oracle).
- Server capacity assumes less than hundred (200) total Fetal monitors.
- You are responsible to provide and manage thick client workstation(s) required for each FetaLink monitor. Oracle does not guarantee performance of the FetaLink solution when using remote access to a Citrix configuration located at Your site.
- The Oracle Health MultiMedia Storage service will be leveraged for storing images and will count toward Your Oracle Health MultiMedia Storage platform service defined scope of use limits.

Oracle Health iAccess (via Imprivata for Single Sign-On)

- Oracle will provide hosting capacity required to support the integration of the iAccess solution.
- You are responsible to host, manage, and support the Imprivata One-Sign appliance for communication with Your local Active Directory instance.
- Managed Services (Hosting) fees do not include iAccess or Imprivata licenses, monthly maintenance, implementation services, or devices. These are purchased separately.

Surgical and Endoscopic Imaging

- Oracle will provide hosting capacity to support Surgical and Endoscopy Imaging functionality.
- You are responsible for providing access to a file share located at Your site to support the image transfer service.
- You are responsible to provide, manage, and support all workstations and other peripherals located at Your site (e.g., image capture/viewing, scanners, cameras, camera adapters, etc.).
- The Oracle Health MultiMedia Storage service will be leveraged for storing images and will count toward Your Oracle Health MultiMedia Storage platform service defined scope of use limits.

Oracle Health Remote Hosting (“Managed Services”) Third-Party Application Hosting

The Managed Services fees are based on the following Scope of Use Limits and apply only to custom RHO services for the Third-Party Application(s) You have requested to be hosted by Oracle, as set forth below. For clarity, applications noted below are not applications required for the Millennium solutions to operate which would be included with the Oracle Licensed Software or Sublicensed Software noted in this agreement. These are applications You have selected that are outside of the standard Millennium solution functionality requirements.

Oracle will provide and install Layered Software (e.g., OS, middleware, database, etc.), to support the services noted. Oracle will also:

- Provide basic assistance with the initial installation of the application (e.g., download media, etc.).
- Configure base level standard system management and monitoring tools as applicable.
- Provide technology level support for the systems allocated for the application.
- Perform technology level updates as needed to remain on supported levels of hardware, Layered Software, and security patching. Use of Layered Software versions that are no longer supported by third-party suppliers may not be supported or may result in additional fees.

Scope of Use Limits, Responsibilities and Assumptions

Dragon Medical One “DMO” (via Nuance cloud system)

- (252) DMO users
- Deploy hosting capacity to support for the integration with the Nuance Cloud DMO system.

(Dragon Medical One Users will be measured in accordance with Nuance's application licensing and as measured by Nuance's Annual Billing Period reviews.)

Solventum (3M) CRS Encoder

- Provide hosting capacity, system management, and technical level support for the integration of the Solventum (3M) Encoder solution.
- You are responsible to provide and maintain Solventum (3M) Encoder licensing. RHO services do not include Solventum (3M) licensing, monthly maintenance, or any other Solventum (3M) fees that may be required. If applicable, You must work with Solventum (3M) to revise current Windows version licensing to include the Web Service version.
- You are responsible for the installation and support of servers, workstations, and other peripheral devices required for application functionality located at Your site.

Network Operations. Oracle will provide and manage the network connectivity between the hosted services in the Data Center and Your network (up to the internet, if applicable). The Oracle (RHO) and Your networks below work in unison to complete the application delivery to Users.

Data Center Network. The Data Center network includes the hardware, support, and monitoring of connectivity within the Data Center up to the RHO-provided WAN or internet connection.

RHO Provided WAN Communications. WAN communications includes circuit(s) and/or VPN connections in accordance with the scope noted below, termination hardware, and operating support between the Data Center network and Your site. If dedicated circuit(s) are in scope, the provisioning of the RHO-provided circuit(s) will follow best practice to maximize existing commercially available physical circuit diversity at the time of implementation to the Your premise point of demarcation, without material additional costs to Oracle. This practice does not provide a guarantee for complete physical diversity. You agree to provide the address of demarcation point(s) to Oracle as soon as can be identified (if possible, within ten (10) days after the Effective Date of this Ordering Document). The RHO-provided circuit(s) will be sized for the solutions to be hosted in accordance with Oracle (RHO) best practices for appropriate bandwidth and responsiveness. Circuit provisioning and management will be the responsibility of Oracle in conjunction with Oracle's communications partners. Oracle's responsibility for any solutions utilizing internet connectivity end at Oracle's internet service provider. Additional fees apply for additional circuits, routers, demarcations, or demarcation changes.

Your Site LAN/WAN. Your LAN/WAN will consist of any communications circuits, WAN termination hardware, and LAN hardware at Your site provided and managed by You to support Your local network and connections to Your locations.

The RHO provided telecommunication circuits/VPN are applicable to the Oracle Health RHO services only. For clarity, communication from Your site to other Oracle services (i.e., Fusion, etc.) will require separate, client owned connectivity.

Oracle will provide and configure the connectivity to the RHO Services as noted below:

- Three (3) dedicated WAN circuits - one (1) primary at one facilty, one (1) secondary at the other facility, and one (1) third cross connection connecting the two facilities; an Internet VPN Connection will also be provided.

Hosting and Environment Operations:

In addition to the provisions noted above, Oracle will be responsible for the following areas of operation in the delivery of the RHO services:

1. Data Center and Network Operations – Data Center facility operations are intended to provide uninterrupted power and service for RHO services. Each Data Center is designed to significantly reduce downtime and operate under supervision 24 hours per day, 7 days per week ("24 x 7"), every day of the year.
   - 1.1 Provide the Data Center facility space, power, cooling, and management required to provide the defined hosting services. This includes ensuring appropriate controls are in place for environmental monitoring and physical security.
   - 1.2 Provide and manage the Data Center core infrastructure components required to provide and connect to the services (e.g., rack space, communications, network infrastructure, etc.).
   - 1.3 Establish and maintain connectivity between the Data Center and the public internet.

	1.4 Provide, manage, monitor, and support the networking equipment (i.e., routers, switches, load balancers, consoles, etc.) within the Data Center required to establish connectivity up to the RHO-provided WAN and/or up to Oracle's ISP. Oracle will provide connectivity between the Data Center and the public internet. 1.5 Provide, manage, monitor, and support the RHO-provided WAN communication circuit(s) and/or VPN (Transmission Control Protocol/Internet Protocol only) between the Data Center Network and Your site point of demarcation(s) per the scope noted above. 1.6 Provide and remotely manage networking equipment to terminate and secure the RHO-provided WAN connection between the Data Center and Your demarcation (e.g., routers, switches, out-of-band management, etc.). 2. Equipment and Layered Software Provisioning and Acquisition - As part of the Managed Services, Oracle will provide servers, storage, and Layered Software required to support the hosting services. 2.1 Provide production and testing Computing Systems consisting of CPU, memory, and data storage necessary to provide the services (includes RHO-provided and managed hardware to be located at Your site, if applicable). 2.2 Provide systems and tools required to manage, monitor, and secure Computing Systems. 2.3 Provide the Layered Software (e.g., OS, database, Citrix, WebSphere, etc.) licenses necessary to deliver the services. 2.4 Provide Multi-factor Authentication (MFA) functionality for users accessing the system directly from a remote location. Remote means a user that is not connected to Your network for initial authentication prior to connecting to the system. For optimal security, Oracle recommends that users connect to Your network for initial authentication prior to accessing the system via the connectivity deployed for the services. 3. Computing System / Domain Management - As part of the Managed Services for hosting, Oracle will provide systems management services for the daily operations of the service. 3.1. Monitor and maintain Computing Systems as required to maintain system health, security, availability, capacity, and storage (includes routine server reboots and service cycling for optimized performance and security patch installs). This includes performing system maintenance activities that may require scheduled downtime. 3.2. Provide governance, management, and installation of software (software updates, new releases, fixes, content updates, etc.). 3.3. Initial testing of service packages and changes to the reference database. 3.4. Perform system tuning, review available resources, and modify OS parameters as needed. 3.5. Monitor and maintain database health, storage requirements, availability, and performance. 3.6. Perform routine system and database backups and store backup files in a manner that will protect the confidentiality of data. Restore systems/data as required. 3.7. Implement and monitor network intrusion prevention/detection systems throughout the Data Center network and Computing Systems as required. Implement virus protection controls on the Computing Systems as applicable. All such systems will be routinely reviewed and updated as appropriate to ensure systems and data are protected. 3.8. Provide and manage URL access to websites approved for appropriate business purposes. 3.9. If applicable, provide remote management for the RHO-provided hardware located at Your site. 3.10. Provide utility for creating end-user accounts for access to hosted domains. 4. Applications Monitoring and Maintenance - Oracle will perform configuration of the managed software, based on Your request (as applicable to services), system management needs, and best practices. 4.1 Define and maintain application security role definitions, positions, and application-specific security profiles. 4.2 Monitor software notifications (e.g., flashes, advisories, bulletins, etc.) for critical issues. 4.3 Build and maintain reference database elements using Oracle application build tools. 4.4 Configure, monitor, and manage solution-related purges and operations jobs. 4.5 Provide notification of major issues found that affect service. 5. Interface Management - Interfaces include all foreign system interfaces (FSI) that communicate and reside on the system. All interfaces shall connect via Your LAN/WAN into the Oracle provisioned WAN connectivity. 5.1. Monitor and cycle (as required) outbound interface from hosted system. 5.2. Troubleshoot and resolve foreign system and medical device interface errors on the Oracle-side of managed software interfaces. 5.3. Monitor and cycle (as required) inbound interface servers to establish connections to foreign systems (Oracle is not able to monitor inbound transaction gateways from foreign systems).
Your Cooperation / Obligations	You are responsible for the following obligations in addition to solution specific items that may be noted above: 1. Your Site, Network Operations, and Telecommunication Connectivity (Data Center to Your Site):

1.1. Provide appropriate rack space, UPS/temperature-controlled environment, and physical security for Oracle-owned hardware and networking equipment that is located at Your site(s). Note: two separate power circuits are required for RHO-provided hardware.
1.2. Provide physical assistance for installing and supporting the RHO-provided, owned, and managed networking equipment located at Your site (e.g., receiving, unpacking, racking, power/network connections, etc.).
1.3. Provide the address of Your site demarcation point(s) for circuit termination to Oracle as soon as can be identified (if possible, within ten (10) days after the Effective Date of this Ordering Document).
1.4. Connect Your network to the point of demarcation(s) at Your site. You are responsible for the cost of additional circuit requirements, (e.g., demarcation extensions, circuit relocations, etc.).
1.5. Connect Your network to the RHO provided networking equipment demarcation point(s). A Layer 2 (or equivalent) connection is required for achieving automated failover between circuit/VPN connections terminating at demarcation points located at different facilities. A Layer 3 connection type between Your site demarcation points can be supported for additional fees (this requires additional networking equipment).
1.6. Provide, install, configure, manage, and support Your LAN/WAN connectivity, equipment (e.g., routers, switches firewalls, etc.), and supporting infrastructure that connects to all end users, printers, foreign systems, medical devices, and other equipment at Your site.
1.7. Provide the Internet service and connect Your network to the service as necessary to establish connectivity to the public Internet. Oracle recommends at least 10MB internet connection for adequate end-user performance experience when an internet VPN is used.

2. Equipment and Layered Software Provisioning and Acquisition:
2.1. Provide network authentication systems required for end-user access to the Your network and applications, local printing, and workstation software installation (e.g., “thick” client installations, desktop links, etc.).
2.2. Provide OS and software licenses for end-user systems that You own, workstations/laptops, and other devices being used to augment hosted solutions. (*Microsoft Word*, *Excel*, and *Microsoft* Client Access Licenses (CALs) for Your devices and others that may be among those used to display or analyze data at the user desktop.)

3. Computing Systems **/** Domain Management:
3.1 Create end-user accounts for access to solutions.
3.2 Manage end user desktop time zone settings as appropriate.
3.3 Implement and monitor network intrusion prevention/detection systems throughout Your LAN and Your devices. Implement virus protection controls on the Your devices.
3.4 Validation of restored components/environments, when applicable.
3.5 Provide adequate licenses, application maintenance and support (e.g., ongoing upgrade fees, troubleshooting, etc.) for the Third-Party Applications You have requested Oracle to host, not limited to the “Scope of Use” table(s) in this Scope. Oracle may limit use and support for such applications if the use impacts the performance of the System, introduces undue security risks, or causes extraordinary support requirements and cost to Oracle as a result.
3.6 Provide, install, configure, manage, and support Your end user devices located at Your site (workstations, printers, scanners, etc.) and peripheral device compatibility. Examples include web browser configuration, connectivity, rebooting, paper, toner, paper jam, device offline, workstation backups, etc.).
3.7 Provide physical assistance for installing and supporting the RHO-provided hardware located at Your site (e.g., receiving, unpacking, racking, power/network connection). This item includes the networking equipment required to establish connectivity from Your site to the Data Center.
3.8 If applicable, grant access to the RHO-provided hardware located at Your facility for system management functions and field service personnel.
3.9 Provide a 7x24 IT/technical contact for communications.

4. Applications Monitoring and Management:
4.1 Provide a point of contact for communication of changes, updates, and issue resolution activity.
4.2 Perform, monitor, and manage local installations of the application(s) on Your devices as applicable (e.g., “thick” client installation).
4.3 Perform final validation testing of changes to the software, including service package installations and changes to the reference database.
4.4 Communicate modifications and enhancements of application functionality to end users.
4.5 Applicable to requested hosting services for Third-Party Applications - Perform application maintenance duties as recommended by Third-Party Application provider (e.g., application access, create/maintain batch queues, data/file purging, custom forms/menus, custom tables/objects, refresh/replication items, etc.), as applicable.

5. Interface Management:
5.1 Ensure inbound transaction gateway(s) for foreign systems at Your site are operational.

	5.2 Troubleshoot and resolve foreign system and medical device interface errors on Your side of the interface configuration (i.e., interface engine sending data). 5.3 Provide, manage, and support the connectivity that may be required for data transmission between Your facility(s) and third-party interface vendor locations. For clarity, additional connections from the Data Center to third-party locations are not included in the RHO Services. 5.4 If applicable, perform secure transfer of FSI files from Oracle's SFTP site to Your location, and subsequent file transfer to third-party interface vendor locations. 5.5 Notify Oracle by phone when cycling Your (sending) interface(s) or of known ups/downs. 6. <u>Applicable to Third-Party Applications to be hosted, in addition to items that may be noted above:</u> 6.1 Purchase/provide application related services for implementation, system/data migrations, release upgrades or updates, consulting services or support. 6.2 Provide, manage, and support all end user peripheral devices located at Your site required for application functionality (e.g., servers, local workstations, transcription microphones, printers, etc.). 6.3 Provide, install, manage, and support public internet service from Your facility for end user connectivity to the applications, if applicable. As needed, provide internet connection for application communication from Your site to Third-Party cloud systems (e.g., Nuance Dragon Medical One, etc.). 6.4 Perform application maintenance duties as recommended by the Third-Party Application provider (e.g., application access, create/maintain batch queues, data/file purging, custom forms/menus, custom tables/objects, refresh/replication items, etc.), if applicable. 6.5 Manage and monitor interfaces between application and other systems; including cycling systems (as needed), modifications of interfaces and connectivity to and from Third-Party Applications (as needed). 6.6 Provide training for end users on the application(s) as well as any required application testing post software updates. 6.7 Provide application support and initial problem resolution/triaging via your Help Desk or super users, prior to contacting Oracle help desk. 6.8 Engage Third-Party Application provider to assist with application related issue resolution and database management activities as needed. 6.9 Obtain consent from third party suppliers for Oracle to provide hosting services for Third-Party Applications, if needed.
Assumptions	<u>Applicable to Oracle Health solutions to be hosted:</u> • You agree that the Concurrent Logon count(s) noted above were discussed with Oracle and that Oracle will be using this number as a key factor for the system sizing and configuration for the Production Computing Systems used for the RHO services. • Remote Report Distribution (RRD) - Oracle hosted faxing infrastructure is included in the service fees. Faxing to internal numbers at Your facility or international faxing is not supported. • Care Management – Managed Services fees include infrastructure for Care Management Web Services. If applicable**,** RHO fees do not include hosting services for third-party add-on solutions such as TLC, McKesson InterQual, MCG Health CareWebQi (formerly Milliman), etc. Additional fees may apply to host these solutions. • Managed Services fees do not include the hosting of Third-Party Applications (full application and/or agents) such as 3M, TLC, *CareWebQi* (formerly Milliman), etc. on dedicated infrastructure or installed on infrastructure used for the *Oracle Health Millennium* electronic medical record environment, unless otherwise noted in a separate section labeled "Third-Party Application Hosting". Oracle will review requests for installing Third-Party Applications as needed. Additional fees may apply. • MPages functionality intended for retrieving relevant patient care content from approved websites or Your systems only (internet access is not to be used for general Internet or Intranet "browsing"). • Standard *Citrix* server configurations are deployed using a thirty (30) minute end user inactivity timeout setting. You understand that an increased inactivity timeout setting may impact the concurrent user count Scope of Use Limit noted in this agreement resulting in additional fees. • Oracle does not recommend pulling video streams, high-resolution images (e.g., diagnostic/PACS), or content from sources at Your site over the WAN for display on Oracle hosted servers. For best performance, access to images/content on Your LAN (including Internet content) will be setup using *Citrix* Content Redirection so the application or browser will launch from a local workstation rather than travel across the RHO-provided WAN circuits. If You request or choose to implement non-standard configurations or technology not listed requiring additional resources (e.g., new servers, additional bandwidth, etc.), Oracle will determine the impact of such request which may result in additional fees. <u>Applicable to Third-Party Applications to be hosted</u>: • End user access to the applications and interface connections will leverage existing connectivity unless otherwise noted. • Connections required to third party locations will leverage connectivity directly from Your site (VPN from Oracle is not included). • If needed, web-based functionality that requires the launch of a browser will be redirected to resources at Your site.

- Managed Services fees include installation and technical support for up to 1 major application release upgrade every 2 years during the Term of the agreement, unless otherwise noted.
- If applicable, standard server configurations are deployed using a thirty (30) minute end user inactivity timeout setting.
- Third-Party Applications are assumed to run on current technology levels. Technology level updates will be implemented as needed during the term to remain on supported levels of hardware, Layered Software, and security patching.
- If applicable, Oracle will provide at least 14 days advance notice for system changes requiring downtime for shared infrastructure components.
- Future modifications to the technical requirements from the Third-Party Application provider (e.g., hardware platform, storage, network, database, tools, etc.), may result in additional hosting fees.
- In the event Oracle identifies that a Third-Party Application poses a security risk to systems and/or data, Oracle will notify You and may temporarily suspend or limit the use of the application. Oracle will not be held liable for security incidents related to vulnerabilities within the Third-Party Application, connector agents, or associated versions of Layered Software required for the services.
- Oracle reserves the right to migrate the hosting service to a different hosting model/location in the future for continued service or discontinue the service. If applicable, Oracle will work with You to review any modifications required.

General, applicable to all services noted above:

- Managed Services fees do not include Licensed Software, Sublicensed Software, Licensed Software Support, Maintenance, or professional services related to Oracle Health solutions or Third-Party Applications.
- If the Scope of Use Limits noted above are exceeded or You desire to expand the Scope of Use Limits noted above, You agree to execute a new order setting forth the additional quantity required. Oracle requires at least one hundred twenty (120) days advance notice of a material increase to the Scope of Use Limits to ensure additional infrastructure is deployed when needed. Infrastructure will be deployed upon agreement execution.

Information Security Program / Business Continuity

Information Security Program. Oracle Health shall maintain a comprehensive, written information security program that contains administrative, technical, and physical safeguards that are appropriate for Oracle's business. Oracle utilizes multiple overlapping industry standard security controls and/or countermeasures to protect the hosted systems and data. The Data Center networks and systems are designed to meet or exceed the Health Insurance Portability and Accountability Act security standards required for the hosting of personal health information (PHI). Oracle's security program is designed to protect against anticipated threats or hazards to the confidentiality, integrity, and availability of data; and protect against unauthorized or unlawful access, use, disclosure, alteration, damage, or loss of data.

Business Continuity**.** Oracle Health shall maintain a Business Resilience Program and disaster recovery procedures for the Data Centers and core hosting services. Procedures are routinely reviewed and exercised to ensure the appropriate processes and tools are in place. Oracle leverages multiple Data Centers for the services. Each of these Data Centers have redundant core infrastructure services, including telecommunications, power, cooling, and physical security infrastructure in place. In the event of a material disaster, an alternate Data Center will be invoked, with production Computing Systems being recovered first, followed by non-production Computing Systems. In a disaster situation, Oracle will use reasonable efforts to recover all systems as quickly as possible.

In the event of a disaster, an emergency response team will be mobilized. System and database backups will be used to recover the production system in an alternate facility, as applicable. If applicable, additional hardware to accommodate production user capacity will be provisioned as quickly as possible. As soon as the system recovery process is complete, You will be notified.

Managed Services (RHO) Services System Availability Commitment

Definitions.

- **Availability** equals [(Base Time – Unscheduled Downtime) / (Base Time)] x 100. Availability will be rounded to the nearest one-tenth of a percentage point.
- **Base Time** means the number of days in the applicable month multiplied by 24 hours multiplied by 60 minutes.
- **Scheduled Downtime** equals the aggregate total of all minutes of planned and scheduled downtime maintenance performed during the month to perform any necessary hardware, operating system (OS), network, database, or application software maintenance, repairs, upgrades, and updates. Oracle will use commercially reasonable efforts to schedule downtime after regular business hours, during times that minimize the disruption to the services. The amount of scheduled downtime may vary from month to month depending on the level of change required.
- **Unscheduled Downtime** means the time (in minutes) during which the production system is not available impacting system-wide operations during a Steady State (excluding "Scheduled Downtime") from the Data Center up to Oracle's connection to the public Internet, or if applicable, the Your WAN point of demarcation (e.g., RHO-provided network router(s)).

System Availability Commitment description. If the monthly system availability (as calculated below) for the services falls below the targets defined in the table below, and You are current in paying the monthly fee and operating within the scope of use limits set

forth in this Oracle Ordering Document, Oracle will provide a credit toward Your next CommunityWorks Monthly Fee to account for the downtime. The appropriate credit percentage will be determined based on the table below, associated with the hosting component of the CommunityWorks Service. You acknowledge that the System Availability Commitment provided herein applies only to the production system for components of which Oracle is in control (systems hosted and managed by Oracle). Services or system components hosted and managed by third parties, not in Oracle's control, are excluded from the System Availability Commitment noted below. The parties agree that this section provides Your sole and exclusive remedy for Oracle's failure to meet the System Availability Commitment.

% of CommunityWorks Monthly Fee At Risk = 20% ("At-Risk Amount")	
System Availability %, tracked monthly	**% of CommunityWorks Monthly Fee Credited, calculated using the At-Risk Amount noted above**
Greater than or equal to 99.5%	0%
Less than 99.5% and greater than or equal to 98.0%	5%
Less than 98.0% and greater than or equal to 95.0%	10%
Less than 95.0%	20%

Example of System Availability tracking and credit. If the achieved System Availability was 99.8% in a given month, the credit applied would be 5% of the CommunityWorks Monthly Fee At-Risk Amount. Meaning, if the amount of the CommunityWorks Monthly Fee is $100,000, with a 20% "At-Risk Amount" ($20,000), the credit applied to Your next payment of the CommunityWorks Monthly Fee would be $1,000.00.

Note: If the CommunityWorks Monthly Fee is not based on monthly payments, the amount credited will use the percents/calculations noted above, divided by the applicable number of months in the payment period. Credits due will be combined for each month in the payment period and applied to Your next payment of the CommunityWorks Fee.

Exclusions. Oracle shall not be liable for any Scheduled or Unscheduled Downtime related to the following and all such downtime will not be included in the System Availability calculation: (i) downtime related to failures of third-party services not managed or controlled by Oracle, (ii) downtime related to Your improper action or inaction with regard to an area for which You are responsible, (iii) downtime related to components You own and manage (e.g., Your VPN/Internet connectivity, workstations, etc.), (iv) downtime caused by database queries and/or custom application code You have developed, and (iv) downtime related to application-level failures of Third-Party Applications You have requested Oracle to host (e.g., 3M Encoder, Dentrix, etc.), provided such failure was not caused by the actions or inactions of Oracle.

Services Deployment. Oracle is responsible for implementing appropriate service and code updates as part of the delivery of the Services. Emergency updates may be required from time to time to address security concerns and/or critical updates to maintain stability. When downtime is required for such items, Oracle will use reasonable efforts to provide as much advance notice as possible. As applicable to certain solutions, You will be expected to implement service updates on Your devices that have integration dependencies corresponding with updates to the services to maintain appropriate solution currency. You agree to implement applicable service packages or application updates (e.g., components obtained through the Apple Store or other deployment methods) within 30 days of notification by Oracle of the required update. System Availability remedies will not be applicable 30 days after notice to You of required action and such action is not taken.

Effect of Systems Managed by Oracle and You. Oracle may be responsible for the management of certain hardware and third-party software systems located at Your site as part of certain Oracle services. This may include appliances You are hosting, synchronization servers, and network demark systems. Certain Oracle services will have integration dependencies with systems managed by You. You are responsible for performing corresponding system updates on Your devices (e.g., third-party software, hardware, network changes, OS, etc.) if such systems are not managed through an Oracle Health services agreement.

Effect of Scope of Use. You agree that Oracle will not guarantee performance or System Availability while You are operating beyond Your scope of use limits, and You waive any credits set forth above until You are operating within such limits. Your scope of use limits will be expanded pursuant to the Scope of Use Section in this Oracle Ordering Document. System Availability credits will resume when You have paid the additional scope of use fees as set forth therein.

Effect of Stabilization Period. During a Stabilization Period, changes to the system may be required to achieve optimal performance; Unscheduled Downtime or Scheduled Downtime minutes do not apply.

Measuring System Availability. Hardware, network infrastructure, telecommunication circuits (if applicable), and layered software (e.g., OS, middleware, database, etc.), used to provide the services will be monitored using automated monitoring tools. In addition, call center logs that contain details relating to System Availability issues will be reviewed. For purposes of tracking downtime duration, the Unscheduled Downtime will begin at the time at which the high severity impact is clearly identified by You and communicated to Oracle's Immediate Response Center (IRC) via a live telephone conversation or detected by system monitoring tools and is confirmed to be a material system-wide event or an event impacting a majority of users. Unscheduled Downtime ends at the point in time when users have the ability to access and use the production system in a normal state of operation.

Review of Unscheduled Downtime. You may review the Unscheduled Downtime based on the methodology established herein. Oracle will cooperate with You in connection with any review of the Unscheduled Downtime. This review must take place within 30

days of the most previous month end upon reasonable advance notice to Oracle. You may contact Your Oracle representative to review requests pursuant to this System Availability Commitment.

Bill To / Ship To Contact Information

Bill To Contact

Customer Name	Customer Address	Contact Name / Phone / Email
Imperial Valley Healthcare District	601 Heber Ave Calexico, CA US 92231	Pablo Velez 760-339-7100 Pablo.Velez@ecrmc.org

Ship To Contact

Customer Name	Customer Address	Contact Name / Phone / Email
Imperial Valley Healthcare District	601 Heber Ave Calexico, CA US 92231	Pablo Velez 760-339-7100 Pablo.Velez@ecrmc.org

CONSENT TO ASSIGNMENT OF AGREEMENT

This Consent to Assignment is made on October 27, 2026 (the "**Effective Date**") between

Imperial Valley HealthCare District ("Assignee")	and	**Cerner Corporation ("Cerner")**
601 Heber Ave Calexico, CA 92231		8779 Hillcrest Rd Kansas City, MO 64138

Cerner and Pioneers Memorial HealthCare District ("PMHD") were parties to the agreement listed on Exhibit A (together with all exhibits, schedules, ordering documents and amendments thereto, the "**Agreement**").

Assignee confirms that, as of October 24, 2024, (i) PMHD dissolved, (ii) the Agreement was assigned by operation of law to Assignee, as the successor in interest to PMHD, and (iii) Assignee has assumed all duties, obligations and responsibilities of PMHD under the Agreement and agrees to perform, observe, discharge, and abide by all covenants, conditions, and obligations under the Agreement including, but not limited to, the scope of use and license restrictions and all payments due thereunder.

Oracle America, Inc. is acting as contracting agent for Cerner Corporation.

Imperial Valley HealthCare District	**Oracle America, Inc.**
Authorized Signatory: _____ (signature)	Authorized Signatory: _____
(printed name)	_____
Title: _____	Title: _____

Oracle Confidential Information
All rights reserved. This document contains confidential and/or proprietary information belonging to Oracle 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 Oracle.

CONSENT TO ASSIGNMENT OF AGREEMENT

EXHIBIT A
AGREEMENTS

1. Cerner Business Agreement dated November 17, 2022 between Cerner Corporation and Pioneers Memorial HealthCare District.

Oracle Confidential Information
All rights reserved. This document contains confidential and/or proprietary information belonging to Oracle 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 Oracle.

ORACLE

CLOUD ADDENDUM TO THE CERNER BUSINESS AGREEMENT

This Cloud Addendum (this "Addendum") to the Agreement (as defined below) is between Cerner Corporation ("Oracle," "we," "us," or "our") and the entity that has executed this Addendum as identified in the signature block below ("You" or "Your").

You and Oracle hereby agree that the Oracle cloud services described in an Ordering Document or order referencing this Addendum (the "Cloud Services"), shall be governed by such Ordering Document, this Addendum, and the Cerner Business Agreement dated November 17, 2022 between You and Cerner Corporation (the "Agreement"). In the event of inconsistencies between the terms of any of these documents solely with respect to the delivery of the Cloud Services, the descending order of precedence shall be: (i) the Ordering Document; (ii) this Addendum; and (iii) the Agreement (with (i) taking precedence over the subsequent documents), however, in order to take precedence over terms of the Business Associate Agreement, the terms of the Ordering Document and this Addendum must do so expressly. Capitalized terms not defined in this Addendum shall have the definition set forth in the Agreement. The term "order" has the same meaning as "Ordering Document" as defined in the Agreement. Cloud Services are not included in the term "Services" as defined in the Agreement.

1. USE OF THE CLOUD SERVICES

1.1 We will make the Cloud Services available to You pursuant to this Addendum and Your order. Except as otherwise stated in this Addendum or Your order, You have the non-exclusive, worldwide, limited right to use the Cloud Services during the period defined in Your order, unless earlier terminated in accordance with this Addendum or Your order (the "Services Period"), solely for Your internal business operations and in accordance with the applicable Intended Purpose. You may allow Your Users (as defined below) to use the Cloud Services for this purpose, and You are responsible for their compliance with this Addendum and Your order.

1.2 The Service Specifications describe and govern the Cloud Services. During the Services Period, we may update the Cloud Services and Service Specifications to reflect changes in, among other things, laws, regulations, rules, technology, industry practices, patterns of system use, and availability of Third Party Content (as defined below). Oracle updates to the Cloud Services or Service Specifications will not materially reduce the level of performance, functionality, security or availability of the Cloud Services during the Services Period of Your order.

1.3 You may not, and may not cause or permit others to: (a) use the Cloud Services to harass any person; cause damage or injury to any person or property; publish any material that is false, defamatory, harassing or obscene; violate privacy rights; promote bigotry, racism, hatred or harm; send unsolicited bulk e-mail, junk mail, spam or chain letters; infringe intellectual or other property rights; sell, manufacture, market and/or distribute any product or service in violation of applicable laws; or otherwise violate applicable laws, ordinances or regulations; (b) perform or disclose any benchmarking or availability testing of the Cloud Services, except as permitted in the Service Specifications; (c) perform or disclose any performance or vulnerability testing of the Cloud Services without Oracle's prior written approval, except as permitted in the Service Specifications, or perform or disclose network discovery, port and service identification, vulnerability scanning, password cracking or remote access testing of the Cloud Services; (d) use the Cloud Services to perform cyber currency or crypto currency mining; or (e) use the Cloud Services for any purpose other than the applicable Intended Purpose ((a) through (e) collectively, the "Acceptable Use Policy"). In addition to other rights that we have in this Addendum and Your order, we have the right to take remedial action if the Acceptable Use Policy is violated, and such remedial action may, to the extent permitted by law, include removing or disabling access to material that violates the policy.

2. SERVICE START, FEES AND PAYMENT

2.1 The Services Period for the Cloud Services commences on the date stated in Your order. If no date is specified, then the "Cloud Services Start Date" for each Cloud Service will be the date that you are issued access that enables you to activate your Cloud Services.

2,2 All fees for Cloud Services are due within 30 days from the invoice date. Once placed, Your order is non-cancelable and the sums paid nonrefundable, except as provided in this Addendum or Your order. You will pay any sales, value-added or other similar taxes imposed by applicable law that we must pay based on the Cloud Services You ordered, except for taxes based on our income. Fees for Cloud Services listed in an order are exclusive of taxes and expenses, unless expressly stated otherwise in Your order.

2.3 If You exceed the quantity of the Cloud Services ordered, then You promptly must purchase and pay fees for the excess quantity.

2.4 You understand that You may receive multiple invoices for the Cloud Services. Invoices will be submitted to You pursuant to Oracle's Invoicing Standards Policy, available at https://www.oracle.com/contracts.

3. INFORMATION MANAGEMENT TOOL; ARTIFICIAL INTELLIGENCE (AI) TOOLS FUNCTIONALITY

3.1 **Information Management Tool**. You acknowledge and agree that (a) the Cloud Services are administrative information management tools which contemplate and require the involvement of professional personnel, including medical personnel; (b) the Cloud Services and the information generated by the Cloud Services (i) are not designed or intended to be a substitute for professional medical advice, diagnosis, treatment or judgment of a clinician or other professional medical personnel; and (ii) should never solely inform a clinical treatment decision, including a decision to delay treatment; and (c) the Cloud 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.

You acknowledge and agree that: (i) You are solely responsible for Your Users appropriate and responsible use of the information generated by the Cloud Services; and (ii) You are solely responsible for Your Users reviewing, verifying and validating the accuracy of the information generated by the Cloud Services and for reviewing, verifying and validating such information before any action is taken.

3.2 **Artificial Intelligence (AI) Functionality**. The Cloud Services may involve the use of AI Functionality in the Cloud Services. The Oracle Artificial Intelligence Terms ("AI Terms") apply to such AI Functionality. A current version of the AI Terms is available at https://www.oracle.com/contracts/. AI Functionality is a complementary administrative resource for You, Your clinicians and other medical personnel. You agree that You will not rely on any Output as a sole source of truthful or accurate information, or as a substitute for any medical or professional advice. You agree that You will train and educate all persons who interact with the Cloud Services to understand that the AI Functionality and the Output in the Cloud Services cannot be solely relied upon by clinicians or other medical personnel in treating patients. Capitalized terms used, but not defined, in this section will have the meaning attributed to them in the AI Terms.

4. DATA, CONSENT AND COMPLIANCE, AND REGULATIONS

4.1 **Data.** The parties agree and acknowledge that with respect to data processed via the Cloud Services, Oracle may transmit or route data through regions outside the United States subject to the requirement that all data transmitted will be encrypted. The parties further agree and acknowledge that with respect to data processed via the Cloud Services, Oracle may de-identify PHI in accordance with the standards set forth in 45 C.F.R. § 164.514(b) and may use or disclose such de-identified data for Services Analyses purposes, provided however, that Oracle will not attempt to re-identify such data. The foregoing statements are intended to amend and supersede any conflicting terms in the Business Associate Agreement and the Agreement, provided that such amendment only applies to the data processed via the Cloud Services.

4.2 **Consents and Compliance.** You are responsible for providing any legally required notices or obtaining any legally required consents, authorizations or notices related to use of the Cloud Services, including all appropriate and necessary consents and authorizations to enable the use and sharing of data in accordance with this Addendum and Your order, including use and sharing by Permitted Facilities or other entities receiving access to the Cloud Services or data. You understand that You are responsible for using the Cloud Services in compliance with all applicable laws, rules, and regulations, including, but not limited to, laws governing the use and disclosure of Protected Health Information. You shall perform whatever tests and reviews are necessary to verify and certify that the Cloud Services (i) comply with all governmental, accrediting, and professional regulatory requirements which are applicable to use of the Cloud Services in the applicable environment, including any necessary User training; and (ii) meet Your technical, business and regulatory requirements under applicable law.

4.3 **Regulations**. In the event of a material change to federal, state, or local law or regulation applicable to the Cloud Services that affects Oracle's ability to perform under this Addendum or Your order, if necessary, the parties will negotiate in good faith to determine an appropriate course of action, which may include amending this Addendum or Your order to fully comply with such law or regulation.

5. OWNERSHIP RIGHTS AND RESTRICTIONS

5.1 You or Your licensors retain all ownership and intellectual property rights in and to Your Content (as defined below). We or our licensors retain all ownership and intellectual property rights in and to the Cloud Services, derivative works thereof, and anything developed or delivered by or on behalf of us under this Addendum.

5.2 You may have access to Third Party Content through use of the Cloud Services. Unless otherwise stated in Your order, all ownership and intellectual property rights in and to Third Party Content and the use of such content is governed by separate third party terms between You and the third party; such terms may be included in the Program Documentation if the Third Party Content is delivered as part of the Cloud Service or in accordance with the pass through provisions referenced in the applicable order.

5.3 You have the authority to and do grant us the right to host, use, process, display and transmit Your Content to provide the Cloud Services pursuant to and in accordance with this Addendum and Your order. You have sole responsibility for the accuracy, quality, integrity, legality, reliability and appropriateness of Your Content, and for obtaining all rights related to Your Content required by Oracle to perform the Cloud Services.

5.4 Except as permitted by this Addendum or Your order, You may not, and may not cause or permit others to (a) modify, make derivative works of, disassemble, decompile, reverse engineer, reproduce, republish, download, or copy any part of the Cloud Services (including data structures or similar materials produced by programs); (b) access or use the Cloud Services to build or support, directly or indirectly, products or services competitive to Oracle; or (c) license, sell, transfer, assign, distribute, outsource, permit timesharing or service bureau use of, commercially exploit, or make available the Cloud Services to any third party.

6. NONDISCLOSURE AND PROTECTION OF YOUR CONTENT

6.1 Your Content residing in the Cloud Services is Confidential Information. For Cloud Services requiring Oracle's use or disclosure of Protected Health Information as defined under HIPAA, the parties agree to comply with the Business Associate Agreement entered into as part of the Agreement.

6.2 In order to protect Your Content provided to Oracle as part of the provision of the Cloud Services, Oracle will comply with the applicable administrative, physical, technical and other safeguards, and other applicable aspects of system and content management, available at https://www.oracle.com/contracts. You are responsible for any security vulnerabilities, and the consequences of such vulnerabilities arising from Your Content, including any viruses.

6.3 Without prejudice to Sections 6.1 and 6.2 above, You are responsible for any required notices, consents and/or authorizations related to Your provision of, and our processing of, Your Content as part of the Cloud Services. Unless necessary for the Cloud Services specified in the Agreement, You may not disclose to or otherwise provide Oracle with

any sensitive or special category personal information that imposes specific data security or data protection obligations on Oracle in addition to or different from those specified in the Business Associate Agreement or Agreement.

7. CLOUD SERVICES WARRANTY, DISCLAIMERS AND EXCLUSIVE REMEDIES

7.1 Each party represents that it has validly entered into this Addendum and that it has the power and authority to do so. We warrant that during the Services Period we will perform the Cloud Services using commercial reasonable care and skill and in all material respects as described in the Service Specifications (the "Cloud Services Warranty"). If the Cloud Services provided to You were not performed as warranted, You must promptly provide us with a written notice that describes the deficiency in the Cloud Services (including, as applicable, the service request number notifying us of the deficiency in the Cloud Services).

WE DO NOT WARRANT THAT THE CLOUD SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, THAT WE WILL CORRECT ALL CLOUD SERVICES ERRORS, OR THAT THE CLOUD SERVICES WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS. WE ARE NOT RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION OR SECURITY OF THE CLOUD SERVICES THAT ARISE FROM YOUR CONTENT OR THIRD PARTY CONTENT OR SERVICES PROVIDED BY THIRD PARTIES.

7.2 FOR ANY BREACH OF THE CLOUD SERVICES WARRANTY, YOUR EXCLUSIVE REMEDY AND OUR ENTIRE LIABILITY SHALL BE THE CORRECTION OF THE DEFICIENT CLOUD SERVICES THAT CAUSED THE BREACH OF WARRANTY, OR IF WE CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALLY REASONABLE MANNER, YOU MAY END THE DEFICIENT CLOUD SERVICES AND WE WILL REFUND TO YOU THE FEES FOR THE TERMINATED CLOUD SERVICES THAT YOU PRE-PAID TO US FOR THE PERIOD FOLLOWING THE EFFECTIVE DATE OF TERMINATION.

7.3 TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING FOR SOFTWARE, HARDWARE, SYSTEMS, NETWORKS OR ENVIRONMENTS OR FOR MERCHANTIBILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE.

8. LIMITATION OF LIABILITY FOR CLOUD SERVICES

8.1 IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OR ANY LOSSES OF REVENUE, PROFITS (EXCLUDING FEES UNDER THIS ADDENDUM), SALES, DATA, DATA USE, GOODWILL OR REPUTATION.

8.2 IN NO EVENT SHALL THE AGGREGATE LIABILITY OF ORACLE AND OUR AFFILIATES ARISING OUT OF OR RELATED TO THIS ADDENDUM OR YOUR ORDER, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED THE TOTAL AMOUNTS ACTUALLY PAID UNDER YOUR ORDER FOR THE ORACLE CLOUD SERVICES GIVING RISE TO THE LIABILITY DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEEDING THE DATE OF THE EVENT GIVING RISE TO SUCH LIABILITY.

9. INDEMNIFICATION9.1. If a third party makes a claim against either You or Oracle ("Recipient," which may refer to You or us, depending upon which party received the Material), that any information, design, specification, instruction, software, service, data, hardware, or material (collectively, "Material") furnished by either You or us ("Provider," which may refer to You or us depending on which party provided the Material) infringes the third party's intellectual property rights, the Provider, at the Provider's sole cost and expense, will defend the Recipient against the claim and indemnify the Recipient from the damages, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by the Provider, if the Recipient does the following:

a. notifies the Provider promptly in writing, not later than 30 days after the Recipient receives notice of the claim (or sooner if required by applicable law);
b. gives the Provider sole control of the defense and any settlement negotiations; and

c. gives the Provider the information, authority and assistance the Provider needs to defend against or settle the claim.

9.2. If the Provider believes or it is determined that any of the Material may have violated a third party's intellectual property rights, the Provider may choose to either modify the Material to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may end the license for, and require return of, the applicable Material and refund any unused, prepaid fees the Recipient may have paid to the other party for such Material. If such return materially affects our ability to meet obligations under the relevant order, then we may, to the extent permitted by law, upon 30 days' prior written notice, terminate the order and refund any unused, prepaid fees for the Cloud Services under the terminated order. If such Material is third party technology and the terms of the third party license do not allow us to terminate the license, then we may, to the extent permitted by law, upon 30 days' prior written notice, end the Cloud Services associated with such Material and refund any unused, prepaid fees for such Cloud Services.

9.3. The Provider will not indemnify the Recipient if the Recipient (a) alters the Material or uses it outside the scope of use identified in the Provider's user or program documentation or Service Specifications, or (b) uses a version of the Material which has been superseded (and the Recipient has been notified in writing of the new version), if the infringement claim could have been avoided by using an unaltered current version of the Material which was made available to the Recipient. The Provider will not indemnify the Recipient to the extent that an infringement claim is based upon any material not furnished by the Provider. We will not indemnify You to the extent that an infringement claim is based on Third Party Content or any material from a third party portal or other external source that is accessible or made available to You within or by the Cloud Services (e.g., a social media post from a third party blog or forum, a third party web page accessed via a hyperlink, marketing data from third party data providers, etc.).

9.4 **Use Indemnity.** You will defend, indemnify, and hold Oracle and its officers, directors, employees, and agents harmless from and against third-party claims and associated costs and expenses (including reasonable attorneys' fees) arising out of the use of the Cloud Services by You; provided however, that the foregoing indemnity will not apply to the extent You have used the Cloud Services in accordance with the Service Specifications and applicable standards of good clinical practice and the proximate and direct cause of the third-party claim is Oracle's negligence or willful misconduct in providing the Cloud Services.

9.5. This Section 9 provides the parties' exclusive remedy for any claims or damages under Section 9.1.

10. TERM AND TERMINATION

10.1 Unless this Addendum is terminated earlier, You may place orders governed by this Addendum for a period of 5 years from the date You accept this Addendum. Even if terminated, this Addendum will continue to govern any order for the duration of the Services Period of such order.

10.2 Cloud Services shall be provided under the Services Period defined in Your order.

10.3 We may suspend Your and/or Your Users' access to, or use of, the Cloud Services to the extent permitted by law, if we believe that (a) there is a significant threat to the functionality, security, integrity, or availability of the Cloud Services or any content, data or applications in the Cloud Services; (b) You or Your Users are accessing or using the Cloud Services to commit an illegal act; or (c) there is a violation of the Acceptable Use Policy; or (d) You provided false account or payment information or Your digital payment method is refused. When reasonably practicable and lawfully permitted, we will provide notice of any such suspension. For Cloud Services with the applicable operational capability, Oracle will use reasonable efforts to limit any suspension only to the portion of the Cloud Services related to the issue causing suspension. We will use reasonable efforts to re-establish the Cloud Services promptly after we determine that the issue causing the suspension has been resolved. During any suspension period, we will make Your Content (as it existed on the suspension date) available to You. Any suspension under this Section shall not excuse You from Your payment obligations.

10.4 If either of us breaches a material term of this Addendum or any order and fails to correct the breach within 30 days of the written specification of the breach (provided in accordance with Section 14.1 below), then the breaching party is in

default and the non-breaching party may, to the extent permitted by law, terminate (a) in the case of breach of any order, the order under which the breach occurred; or (b) in the case of breach of this Addendum, this Addendum and any orders that have been placed under this Addendum. If we terminate any orders as specified in the preceding sentence, You must pay within 30 days all amounts that have accrued prior to such termination, as well as any sums remaining unpaid for the terminated order(s) plus related taxes and expenses. Except for nonpayment of the fees, the non-breaching party may agree in its sole discretion to extend the 30-day period for so long as the breaching party continues reasonable efforts to cure the breach. You agree that if You are in default under this Addendum and/or Your order, You may not use those Cloud Services ordered.

10.5 At the end of the Services Period, we will make Your Content (as it existed at the end of the Services Period) available for retrieval by You during a retrieval period specified in the Service Specifications. Following the retrieval period, and except as may be required by law, we will delete any of Your Content that remains in the Cloud Services. Our data deletion practices are described in more detail in the Service Specifications.

10.6 Provisions that survive termination or expiration of this Addendum are those which by their nature are intended to survive.

11. THIRD PARTY CONTENT, SERVICES AND WEBSITES

11.1 The Cloud Services may enable You to link to, transfer Your Content or Third Party Content to, or otherwise access, third parties' websites, platforms, content products, services and information (for purposes of the Cloud Services, these are also "Third Party Cloud Services"). Oracle does not control and is not responsible for Third Party Content or Third Party Cloud Services. You are solely responsible for complying with the terms of access and use of Third Party Cloud Services, and if Oracle accesses or uses any Third Party Cloud Services on Your behalf to facilitate performance of the Cloud Services, You are solely responsible for ensuring that such access and use, including through passwords, credentials or tokens issued or otherwise made available to You, is authorized by the terms of access and use for such services. If you transfer or cause the transfer of Your Content or Third Party Content from the Cloud Services to a Third Party Cloud Service or other location, that transfer constitutes a distribution by You and not by Oracle.

11.2 Any Third Party Content we make accessible is provided on an "as-is" and "as available" basis without any warranty of any kind, unless otherwise provided in the pass-through provisions identified in Your order. We disclaim all liabilities arising from or related to Third Party Content.

11.3 You acknowledge that: (a) the nature, type, quality and availability of Third Party Content may change at any time during the Services Period, and (b) features of the Cloud Services that interoperate with Third Party Cloud Services depend on the continuing availability of such third parties' respective application programming interfaces (APIs). We may need to update, change or modify the Cloud Services as a result of a change in, or unavailability of, such Third Party Content, Third Party Services or APIs. Any change to Third Party Content, Third Party Cloud Services or APIs, including their unavailability during the Services Period does not affect Your obligations under this Addendum or the applicable order, and You will not be entitled to any refund, credit or other compensation due to any such changes.

12. SERVICE MONITORING, ANALYSES AND ORACLE PROVIDED SOFTWARE

12.1 We continuously monitor the Cloud Services to facilitate Oracle's operation of the Cloud Services; to help resolve Your service requests; to detect and address threats to the functionality, security, integrity, and availability of the Cloud Services as well as any content, data, or applications in the Cloud Services; and to detect and address illegal acts or violations of the Acceptable Use Policy. Oracle monitoring tools do not collect or store any of Your Content residing in the Cloud Services, except as needed for such purposes. Oracle does not monitor, and does not address issues with, non-Oracle software provided by You or any of Your Users that is stored in, or run on or through, the Cloud Services. Information collected by Oracle monitoring tools (excluding Your Content) may also be used to assist in managing Oracle's product and service portfolio, to help Oracle address deficiencies in its products and service offerings, and for license management purposes.

12.2 We may (a) compile statistical and other information related to the performance, operation and use of the Cloud Services, and (b) use data from the Cloud Services in aggregated form for security and operations management, to create statistical analyses, and for research and development purposes (above clauses (a) and (b) are collectively referred to as "Service Analyses"). Service Analyses will not contain Your PHI or personal information. We retain all intellectual property rights in Service Analyses.

12.3 We may provide You with the ability to obtain certain Oracle-provided Software (as defined below) for use with the Cloud Services. Unless we specify that separate, pass-through terms, apply to Oracle-provided Software, any Oracle-provided Software is provided as part of the Cloud Services and You have the non-exclusive, worldwide, limited right to use, and allow Your Users to use, such Oracle-provided Software, subject to the terms of this Addendum and Your order, solely to facilitate Your authorized use of the Cloud Services. Your right to use any Oracle-provided Software will terminate upon the earlier of our notice (by web posting or otherwise) or the end of the Cloud Services associated with the Oracle-provided Software. Your right to use any part of the Oracle-provided Software that is licensed under the separate terms is not restricted in any way by this Addendum.

13. EXPORT

13.1 Export control and economic sanctions laws and regulations ("export laws") of the United States any other relevant local export laws apply to the Cloud Services ordered under this Addendum and Your order. Such export laws govern use of the Cloud Services (including technical data) and You and we each agree to comply with all such export laws (including "deemed export" and "deemed re-export" regulations). You agree that no data, information, software programs and/or materials resulting from the Cloud Services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology.

13.2 You acknowledge that the Cloud Services are designed with capabilities for You and Your Users to access the Cloud Services without regard to geographic location and to transfer or otherwise move Your Content between the Cloud Services and other locations such as User Workstations. You are solely responsible for the authorization and management of User accounts across geographic locations, as well as export control and geographic transfer of Your Content.

14. NOTICE FOR CLOUD SERVICES

14.1 In addition to any notice provided for under the Agreement, we may give notices applicable to our Cloud Services customers by means of a general notice on the Oracle portal for the Cloud Services, and notices specific to You (a) by electronic mail to Your e-mail address on record in our account information or (b) by written communication sent by first class mail or pre-paid post to Your address on record in our account information.

14.2 You may register to receive notice of updates to the Oracle Cloud Hosting and Delivery Policies and other Service Specifications (as available) at https://www.oracle.com/contracts.

15. ADDENDUM DEFINITIONS

15.1 "**Intended Purpose**" means the intended purpose or intended use of each of the Cloud Services and any Oracle-provided Software as described in the applicable About page in the Program Documentation.

15.2 "**Oracle-provided Software**" means any software agent, application or tool that Oracle makes available to You specifically for purposes of facilitating Your access to, operation of, and/or use with, the Cloud Services.

15.3 "**Program Documentation**" for purposes of Cloud Services, refers to the user manuals, help windows, readme files, and About pages for the Cloud Services and any Oracle-provided Software. You may access the documentation online at https://oracle.com/contracts or such other address specified by Oracle.

15.4 "**Service Specifications**" means the following documents, as applicable to the Cloud Services under Your order: (a) the Oracle Cloud Hosting and Delivery Policies, the Program Documentation, the Oracle service descriptions, the Oracle Health and AI Security Program, the Oracle Services Privacy Policy, and the AI Terms; and (b) any other Oracle documents that are referenced in or incorporated into Your order. The following do not apply to any Oracle-provided Software: the Oracle Cloud Hosting and Delivery Policies.

15.5 "**Third Party Content**" means all software, data, text, images, audio, video, photographs and other content and material, in any format, that are obtained or derived from third party sources outside of Oracle that You may access through, within, or in conjunctions with Your use of the Cloud Services. Examples of Third Party Content include Oracle data marketplaces and libraries, dictionaries, billing codes, and claims codes. Third Party Content includes third-party sourced materials accessed or obtained by Your use of the Cloud Services or any Oracle-provided tools.

15.6 "**Users**" for purposes of Cloud Services, means, those employees, contractors, and end users, as applicable, authorized by You or on Your behalf to use the Cloud Services in accordance with this Addendum and Your order. For Cloud Services that are specifically designed to allow Your clients, agents, customers, patients, suppliers or other third parties to access the Cloud Services to interact with You, such third parties will be considered "Users" subject to the terms of this Addendum and Your order.

15.7 "**Your Content**" means all software, data (including personal information and Protected Health Information), text, images, audio, video, photographs, non-Oracle or third party applications, and other content and material, in any format, provided by You or any of Your Users that is stored in, or run on or through, the Cloud Services. Cloud Services under this Addendum, Oracle-provided Software, other Oracle products and services, and Oracle intellectual property, and all derivative works thereof, do not fall within the meaning of the term "Your Content." Your Content includes any Third Party Content that is brought by You into the Cloud Services by Your use of the Cloud Services or any Oracle-provided tools.

The Effective Date of this Addendum is _____. *(to be completed by Oracle)*

Imperial Valley Healthcare District	**Cerner Corporation**
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Signature Date: _____	Signature Date: _____

CERNER BUSINESS AGREEMENT AMENDMENT ONE

This Cerner Business Agreement Amendment One (this "Amendment") amends the Cerner Business Agreement dated _____, and all amendments and addenda thereto (the "Master Agreement") between Imperial Valley Healthcare District ("You") and Cerner Corporation, a subsidiary of Oracle Corporation (collectively with its affiliates, "Oracle," "we," "us," or "our").

The parties agree to amend the Master Agreement as follows:

A. GENERAL TERMS

1. By signing below You agree that you are adding the following Schedule, attached hereto, to the Master Agreement:

   Oracle Health Real World Data Schedule for Data Contributors (the "OHRWD Schedule")

The parties agree that the OHRWD Schedule will supersede any Data Network Agreement ("DNA") or Data Use Agreement ("DUA") entered into by the parties and that both the DNA and DUA will be considered terminated and of no effect as of the date of this Amendment, except for those provisions that survive termination.

Subject to the modifications herein, the Master Agreement shall remain in full force and effect.

The Effective Date of this Amendment is _____. (to be completed by Oracle)

Imperial Valley Healthcare District	**Cerner Corporation**
Authorized Signature: _____	**Authorized Signature:** _____
Name: _____	**Name:** _____
Title: _____	**Title:** _____
Signature Date: _____	**Signature Date:** _____

ORACLE HEALTH REAL-WORLD DATA SCHEDULE FOR DATA CONTRIBUTORS

The Oracle Health Real-World Data Schedule for Data Contributors (this "Schedule") is between Cerner Corporation, a subsidiary of Oracle Corporation (collectively with its affiliates, "Oracle," "we," "us," or "our") and Imperial Valley Healthcare District ("You" or "Your").

You and Oracle hereby agree that Your use of and access to the Oracle Health Real-World Data, Oracle's right to use Data in consideration for such use and access, and any other items or Services described in an Ordering Document referencing this Schedule, shall be governed by such Ordering Document (if any); the terms and conditions of this Schedule; and the Cerner Business Agreement dated _____ between You and Cerner (the "Agreement"). In the event of a conflict between the terms and conditions of these documents, the order of precedence shall be: (i) this Schedule; (ii) an Ordering Document referencing this Schedule (if any); and (iii) the Agreement. Specifically, the parties agree that the authorizations granted herein shall supersede any limiting or conflicting authorizations or restrictions set forth in the Agreement or in a Business Associate Agreement. Capitalized terms not defined in this Schedule shall have the definitions ascribed in the Agreement.

The parties agree that this Schedule is the complete agreement with respect to its subject matter and supersedes all prior or contemporaneous agreements or representations, written or oral, with respect to its subject matter. If any term of this Schedule is found to be invalid or unenforceable, the remaining provisions will remain effective and such term shall be replaced with a term consistent with the purpose and intent of this Schedule. This Schedule may not be modified, and the rights and restrictions may not be altered or waived except in writing signed by authorized representatives of You and Oracle.

1. DE-IDENTIFICATION AND USE OF CONTRIBUTOR DATA

1.1 **Oracle Learning Health Network**. Oracle provides the infrastructure, operation, and support for the Oracle Learning Health Network. The Oracle Learning Health Network facilitates the Use of Data by You and Oracle for the purposes set forth in this Schedule, where "Data" consists of Protected Health Information and any other data contained in data sources identified in writing by You for inclusion in Oracle Health Real-World Data or any follow-on thereof that comprises Aggregated Data as defined below.

1.2 **Data Use**. In exchange for providing You with access to the Oracle Learning Health Network, You authorize Oracle to Use Data as follows:

1.2.1 Oracle may de-identify Protected Health Information in accordance with the standards set forth in 45 C.F.R. 164.514(b). The resulting de-identified health information, together with any Data that is not Protected Health Information, shall hereinafter be collectively referred to as "**De-identified Data**". You hereby grant Oracle the non-exclusive, irrevocable, perpetual, royalty-free right and license to use the De-identified Data for any purpose not prohibited by law.

1.2.2 Oracle may Use and disclose Data comprising Protected Health Information 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.

1.3 **Data Exchange.** You authorize Oracle to Exchange the Data as set forth below:

1.3.1 Individual Authorization. You authorize the Exchange of Data (a) to the individual who is the subject of the Data or their personal representative, and (b) to any individuals or entities identified in an authorization provided by the individual who is the subject to the Data or such individual's personal representative, each in accordance with applicable law.

1.3.2 Data Recipient Elections. You authorize and direct Oracle to Exchange Data with Data Recipients in accordance with an executed Exchange Authorization, the form of which is attached hereto as Exhibit A. You will complete this form and submit it to Oracle whenever You would like Oracle to transmit Data for one or more specific patients to one or more third parties.

1.4 **Restrictions on Data.** You are responsible for managing and maintaining (i) any individual restriction You place on Data in response to the requesting individual, in accordance with Your policies and as required by applicable law, and (ii) any restriction placed on Data from any third-party data contributors or sources. For purposes of this Schedule, Data shall not include any medical information or data for any individual located outside the United States. You are solely responsible for ensuring the accuracy of the location in all Data transmitted to Oracle.

1.5 **Oracle Learning Health Network Research Opportunities**.

1.5.1 Searchability of Data. De-identified Data may be aggregated by Oracle with data from other sources, including but not limited to de-identified health information originating with other Contributors (such aggregated data hereinafter referred to as "Aggregated Data"). The Oracle Health Real-World Data comprises Aggregated Data from all such Contributors. Oracle may make De-identified Data and Aggregated Data available to You and third parties via the Oracle Learning Health Network or other platform identified in an Ordering Document. Without limitation as to the tools or technology that may be used to review, store or process De-Identified Data or Aggregated Data, record locator tools, query functions, search engines, and similar tools may be used to determine whether You maintain any Data on one or more individuals that may be relevant to a specific query, study, clinical trial or similar project (i.e., De-identified Data matches the search criteria).

1.5.2 Oracle may notify You if You qualify for a research study in connection with the Oracle Learning Health Network, e.g., You may have a sufficient number of patients that satisfy the criteria for such study. You hereby authorize Oracle to provide Your name and contact information to any third party that determines from its use of Aggregated Data that You appear to have patients and/or information that are relevant to the third party's research.

2. USE OF ORACLE LEARNING HEALTH NETWORK

2.1 **Provision of Aggregated Data via Oracle Learning Health Network.** Unless specified otherwise in an Ordering Document, Oracle will provide Services consisting of providing You web-based access to the Aggregated Data via the Oracle Learning Health Network, as described in more detail in Section 3 below.

2.2 **Your Right to Use Aggregated Data.** For the term of the applicable Ordering Document, Oracle hereby grants You a nonexclusive, revocable, non-transferable, non-assignable, limited right to use, access, store within your Oracle Environment, display, process and analyze Aggregated Data via the Services and in the form made available by Oracle, solely within the United States, for Your internal research purposes; provided that You may allow Your vendor(s) to perform any tasks in connection with the foregoing on Your behalf, subject to Oracle's prior written approval of the vendor (such approval not to be unreasonably withheld); and provided further that in no event may the Aggregated Data be copied, reproduced, transmitted or distributed in whole or in part for use outside the Services. No right to use, print, copy, modify, create derivative works of, adapt, translate, export, distribute, disclose, decompile or reverse engineer the Services or Aggregated Data is granted, except as expressly set forth in this Schedule. As between You and Oracle, Oracle is the sole owner of and retains all right, title, and interest in the Services and Aggregated Data.

2.3 **Merging Aggregated Data with Your Data**. You may merge Your own data with Aggregated Data to form a derivative work for use by You and Your Users provided, however, that any portion of the Aggregated Data included in such a derivative work will continue to be the property of Oracle and shall be subject to the same use restrictions as the Aggregated Data. For the sake of clarity, nothing herein shall be construed to allow You, or any other User, to divulge or otherwise compromise any or all of the Aggregated Data.

2.4 **Your Responsibilities.** You shall take the following steps to safeguard Services and Aggregated Data against use and access that is unauthorized or exceeds the scope or nature of permitted use:

a) You will use appropriate safeguards to prevent use or disclosure of the Services and Aggregated Data other than as provided for by this Schedule. You will report to Oracle any access to, use or disclosure not permitted under this Schedule, without unreasonable delay and in no case later than five (5) days of the discovery, or such shorter timeframe as may be required by law or contract.
b) You will limit access to the Services and Aggregated Data only to those Users who have a need to access that is consistent with the purposes set forth in this Schedule.
c) You represent that You have the authority to, and will, bind each User to confidentiality and use restrictions that are at least as restrictive as those set forth in this Schedule, which shall be in writing for Your consultants serving as Users.

d) You will assign and maintain correct privileges for each User and be responsible for all activities that occur under Your accounts.
e) You agree to provide information reasonably requested by Oracle to verify Your compliance with this Schedule.
f) You will manage and maintain communications connections and devices for Your Users at all locations.
g) You will not use the Services or Aggregated Data to identify or contact or to attempt to identify or contact any individual or institution, provided that You may contact an institution for which Oracle has provided the name and contact information in connection with a query described in Section 1.5 above.
h) You will not use or disclose the Services or Aggregated Data for the purposes of linking to marketing data. For the avoidance of doubt, Your statement that You contribute to the Oracle Learning Health Network and publication activities as described in Section 2.5 below do not constitute unauthorized disclosure of Services.
i) Your will not outsource Your operation of any Licensed Software to any third party without Oracle's prior written consent.
j) If there is a threat to the security of Oracle's systems or the Services, Oracle may, upon notice to You, suspend the Services without liability to You until all issues are resolved to Oracle's reasonable satisfaction.

2.5 **Publications.** In the event You seek to publish or disseminate the results of research using the Aggregated Data, You will use the following descriptions:

a) For brief communications or scientific abstracts, the following description will be used:

Oracle Health Real-World Data

b) For reports or full scientific manuscripts, the following description will be used:

Data in Oracle Health Real-World Data is extracted from the EMR of hospitals with which Oracle has a data use agreement. Encounters may include pharmacy, clinical and microbiology laboratory, admission, and billing information from affiliated patient care locations. All admissions, medication orders and dispensing, laboratory orders and specimens are date and time stamped, providing a temporal relationship between treatment patterns and clinical information. Oracle has established Health Insurance Portability and Accountability Act-compliant operating policies to establish de-identification for Oracle Health Real-World Data.

In the event You seek to publish or disseminate the results of research using the Aggregated Data, You consent to Oracle publishing such results on publicly available websites and release Oracle from any liability resulting from the use of the publications in accordance with the terms of this provision.

You will not publish or disseminate the results of the research if such research contains all or a material portion of the Aggregated Data.

2.6 **Data Privacy and Security.** The terms of this Schedule only apply to Your Use and Exchange of Data via the Oracle Learning Health Network.

2.7 **DOJ Bulk Data Security Regulations.** You are prohibited from engaging or attempting to engage in, or permitting others to engage or attempt to engage in the following: (a) selling, licensing of access to, or other similar commercial transactions, such as reselling, sub-licensing, leasing, or transferring in return for valuable consideration, the Oracle Health Real-World Data or any part thereof, to countries of concern or covered persons, as defined in 28 CFR part 202; Where You know or suspect that a country of concern or covered person has gained access to the Oracle Health Real-World Data through a data brokerage transaction, You will immediately notify Oracle in writing. Failure to comply with the above will constitute a breach of this Schedule and may constitute a violation of 28 CFR part 202.

2.8 **Export Regulation.** The Oracle Health Real-World Data may be subject to US and applicable export control laws and regulations, including the Export Control Reform Act and its associated regulations. Licensee shall comply with all such export control laws and regulations and will not, directly or indirectly, export, re-export, or release the Oracle Health Real-World Data to, or make the Oracle Health Real-World Data accessible from, any jurisdiction or country to which export (including "deemed export") or release is prohibited by law, rule, or regulation. Oracle may terminate the agreement without liability in the event of a legal or regulatory update which would prevent Oracle from being able to reasonably provide the Oracle Health Real-World Data to the client.

3. COMMERCIAL TERMS

3.1. **Orders**. The parties will enter into one or more Ordering Document(s) that reference this Schedule and set forth specific pricing and details for the Services. Each Ordering Document shall include: (i) pricing and payment terms, (ii) a solution detail description, and (iii) metrics and limits on the scope of use of the Services.

3.2 **Additional Considerations**.

a) Users must use the domain responsibly, limiting queries to reasonable processing times and reducing the chance of creating system unavailability to other Users.

b) You understand that User queries will be visible to other Users when the Environment is shared.

c) Given various Users may view Your activities with the Environment (including User queries), it is Your responsibility to promptly investigate any intellectual property protections necessary for Your ideas and information present in the Environment.

d) The Environment and Oracle Health Real-World Data are made available on an AS-IS and AS-Available basis.

e) Analytics consulting services are not included in this Schedule.

4. WARRANTY, INDEMNITY AND LIABILITY LIMITATION

4.1 **Warranties**.

4.1.1 Authorization. You warrant that as of the Effective Date and on an ongoing basis for the term of the Schedule that:

(i) You have all appropriate and necessary consents and authorizations to enable the Use and Exchange of Data as set forth under this Schedule. You agree and acknowledge that Oracle facilitates all Exchanges solely at Your direction and that Oracle shall have no liability for the action or inaction of any Data Recipient. Oracle makes no representations regarding any Data Recipient's right to receive the Data through the Oracle Learning Health Network or regarding any ongoing use, disclosure, or protection of the Data by any Data Recipient.

(ii) You are not a party to any agreement that purports to transfer to a third party any proprietary rights in the Services, Aggregated Data, portions thereof, or derivative works made therefrom.

4.1.2 Compliance with Laws. Each party agrees that it will comply with all applicable laws, rules and regulations.

4.1.3 Services Warranty. Oracle warrants that it will perform Services with reasonable care and skill.

4.1.4 Disclaimer. Except as explicitly provided above, De-identified Data, Aggregated Data and Services provided hereunder are furnished on an "AS IS" and As-Available basis. THE FOREGOING WARRANTIES ARE IN LIEU OF, AND EACH PARTY DISCLAIMS, ALL OTHER WARRANTIES, BOTH EXPRESS AND IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE; ANY WARRANTY ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE; AND ANY IMPLIED WARRANTY OF NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.

4.2 **Indemnity**. In addition to the indemnities set forth in the Agreement, each party will defend, indemnify and hold the other party and its officers, directors, employees and agents harmless against Third-Party Claims and associated costs and expenses (including reasonable attorney's fees) to the extent arising out of the indemnifying party's breach of its warranties under Paragraph 4.1.1 or 4.1.2 above.

4.3 **Limitation of Liability**. EXCEPT FOR YOUR BREACH OF YOUR OBLIGATIONS UNDER SECTION 4.1 OR A PARTY'S INDEMNIFICATION OBLIGATIONS, NEITHER PARTY IS LIABLE FOR ANY SPECIAL INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY. Notwithstanding any other provision herein, Oracle's maximum liability for all claims arising under this Schedule is limited to $250,000.

5. GENERAL PROVISIONS

5.1 **Fees**. Unless otherwise set forth in an Ordering Document, each party will bear its own costs and expenses in conjunction with performing its responsibilities under this Schedule.

5.2 **Term and Termination**. This Schedule remains effective unless terminated by either party. Either party may terminate this Schedule or any Exchange Authorization, at any time without cause, by providing at least thirty (30) days written notice to the other party of such termination. Either party may terminate this Schedule or any Exchange Authorization if the other party materially breaches the Schedule or Exchange Authorization, as applicable, provided that the non-breaching party sends a written notice of termination to the breaching party specifying each breach with reasonable specificity. This Schedule will be terminated thirty (30) days following the delivery of such notice unless during such thirty-day period the breaching party cures each breach.

5.3 **Use of Name**. You grant to Oracle the right to use Your name and corporate logo as a member of the Learning Health Network and contributor to Oracle Health Real-World Data. Such uses may include, but are not limited to, responding to a request for proposal or marketing material presented to prospective Oracle clients or Learning Health Network Members.

6. DEFINITIONS

6.1 **Business Associate Agreement or "BAA"** means the BAA between the parties.

6.2 **Contributor** means any customer, including You, that provides PHI and/or De-identified Data to Cerner, Oracle, or their affiliate pursuant to an agreement between that customer and affiliate.

6.3 For purposes of this Schedule, in addition to the information described as Confidential Information in the Agreement, "**Conditional Information**" shall also include research opportunities presented through the Oracle Learning Health Network, Aggregated Data, and all non-public information related to the Oracle Learning Health Network.

6.4 **Data Recipient** means third parties to whom You have a legal right or obligation to Exchange the Data.

6.5 **Exchange** means the sharing, transmission, access, use, disclose, and other exchange of Data with a Data Recipient.

6.6 **Exchange Authorization** means an authorization, the form of which is attached hereto as Exhibit A, which You are required to execute to facilitate an Exchange under this Schedule.

6.7 **Protected Health Information** means protected health information, as defined by 45 C.F.R. 160.103.

6.8 **Use** means the employment, application, utilization, examination, or analysis of Data.

6.9 **User** means each of Your employees and consultants (subject to prior approval as set forth in Section 2.2. above) who have a need to access the Services and Aggregated Data to adequately perform its responsibilities in connection with this schedule.

EXHIBIT A
EXCHANGE AUTHORIZATION

Client:	
Data Recipient:	
Data to be Exchanged:	
Data Sources:	
Form of Data Exchange (Structure):	
Frequency of the Exchange:	
Start Date of the Exchange:	
Purpose of the Exchange:	

Data will be Exchanged pursuant to this Exchange Authorization until this Exchange Authorization is revoked by You in writing.

Imperial Valley Healthcare District	**Cerner Corporation**
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Signature Date: _____	Signature Date: _____

Date: 22-OCT-2026

Customer Name: El Centro Regional Medical Center

Address: 1415 Ross Ave, El Centro, CA 92243

ATTN: Customer and Leadership

I am writing on behalf of Oracle America Inc. ("Oracle") to confirm the agreement between Oracle and El Centro Regional Medical Center("Customer") regarding Customer outstanding invoices with Oracle, which were not previously submitted to Customer ("Cure Agreement"). As set forth below and agreed to by both parties, the invoices specified in this Cure Agreement are to be paid in accordance with the schedule of payments set forth herein. This Cure Agreement applies only to the invoices specified herein, and does not apply to invoices not included in this Cure Agreement, or other sums due to Oracle or an affiliate of Oracle. This Cure Agreement is effective upon execution.

Customer and Oracle acknowledge and agree to the following:

1.) **Invoices subject to this Cure Agreement ("Subject Invoices") as on date (22-OCT-2026)**

INVOICE	DATE	SALES ORDER	ORIGINAL AMOUNT	BALANCE DUE	DUE DATE	DAYS LATE
102563186	03-JUN-2026	CTT0067854	211,461.00	211,461.00	03-JUL-2026	104
102560229	03-JUN-2026	CTT0067854	211,461.00	211,461.00	03-JUL-2026	111
102560222	03-JUN-2026	CTT0067854	211,461.00	211,461.00	03-JUL-2026	111
102560227	03-JUN-2026	CTT0067854	211,461.01	211,461.01	03-JUL-2026	111
102563185	03-JUN-2026	CTT0067854	211,461.00	211,461.00	03-JUL-2026	111
102560230	03-JUN-2026	CTT0067854	211,461.00	211,461.00	03-JUL-2026	111
102560221	03-JUN-2026	CTT0067854	211,461.00	211,461.00	03-JUL-2026	111
102563190	03-JUN-2026	CTT0067854	211,461.00	211,461.00	03-JUL-2026	111
102563187	03-JUN-2026	CTT0067854	211,461.00	211,461.00	03-JUL-2026	111
102563193	03-JUN-2026	CTT0067854	211,461.00	211,461.00	03-JUL-2026	111
102560217	03-JUN-2026	CTT0067854	211,461.00	211,461.00	03-JUL-2026	111
102563191	03-JUN-2026	CTT0067854	211,461.00	211,461.00	03-JUL-2026	111
102560231	03-JUN-2026	CTT0067854	211,461.00	211,461.00	03-JUL-2026	111
102563189	03-JUN-2026	CTT0067854	211,461.00	211,461.00	03-JUL-2026	111

INVOICE	DATE	SALES ORDER	ORIGINAL AMOUNT	BALANCE DUE	DUE DATE	DAYS LATE
102560225	03-JUN-2026	CTT0067854	211,461.00	211,461.00	03-JUL-2026	111
102563184	03-JUN-2026	CTT0067854	211,461.00	211,461.00	03-JUL-2026	111
102560216	03-JUN-2026	CTT0067854	211,461.00	211,461.00	03-JUL-2026	111
102563192	03-JUN-2026	CTT0067854	211,461.00	211,461.00	03-JUL-2026	111
102560224	03-JUN-2026	CTT0067854	211,461.00	211,461.00	03-JUL-2026	111
102560223	03-JUN-2026	CTT0067854	211,461.00	211,461.00	03-JUL-2026	111
102563188	03-JUL-2026	CTT0067854	211,461.00	211,461.00	02-AUG-2026	81
Total				**4,440,681.01**		

2.) Payment Schedule:

PAYMENT DATE	INSTALLMENT IN USD
30-NOV-2026	**106,083.17**
30-DEC-2026	**106,083.17**
30-JAN-2027	**106,083.17**
28-FEB-2027	**106,083.17**
30-MAR-2027	**106,083.17**
30-APR-2027	**106,083.17**
30-MAY-2027	**106,083.17**
30-JUN-2027	**106,083.17**
30-JUL-2027	**106,083.17**
30-AUG-2027	**106,083.17**
30-SEP-2027	**106,083.17**
30-OCT-2027	**106,083.16**
30-NOV-2027	**106,083.16**
30-DEC-2027	**106,083.16**
30-JAN-2028	**106,083.16**
29-FEB-2028	**106,083.16**
30-MAR-2028	**106,083.16**

PAYMENT DATE	INSTALLMENT IN USD
30-APR-2028	106,083.16
30-MAY-2028	140,621.33
30-JUN-2028	140,621.33
30-JUL-2028	140,621.33
30-AUG-2028	140,621.33
30-SEP-2028	140,621.33
30-OCT-2028	140,621.33
30-NOV-2028	140,621.33
30-DEC-2028	140,621.33
30-JAN-2029	140,621.33
28-FEB-2029	140,621.33
30-MAR-2029	140,621.34
30-APR-2029	140,621.34
30-MAY-2029	140,621.34
30-JUN-2029	140,621.34
30-JUL-2029	140,621.34
30-AUG-2029	140,621.34
30-SEP-2029	140,621.34
30-OCT-2029	140,621.34
Total	4,440,681.01

3.) **Payments:** Customer agrees that the Subject Invoices are not in dispute and Customer's payment obligation is absolute, unconditional, non-cancellable, and independent, and shall not be subject to any set-off, recoupment, claim or defense for any reason. Customer's payments due under this Cure Agreement must be received by Oracle on or before the due dates set forth above. Payments shall be made pursuant to the wire instructions provided in the Subject Invoices. Payments will be applied towards the oldest Subject Invoices first.

4.) **Default:** Conditioned on Customer's timely performance of its obligations under this Cure Agreement, Oracle agrees not to exercise its remedies for nonpayment provided under the applicable agreement(s) under which the Subject Invoices were issued. If Customer fails to timely

make any payment as scheduled above, Oracle may declare a default. If Customer does not cure the default within five days of receipt of written notice, Oracle may: (1) terminate this Cure Agreement and demand payment in full for the remaining balance owed at the time of default; (2) exercise remedies under the applicable agreement(s) related to the Subject Invoices that have not been paid; and/or (3) initiate legal action against Customer to enforce the terms of this Cure Agreement. Oracle reserves all rights and remedies available to it under law and equity. Except as set forth herein, nothing in this Cure Agreement shall be deemed a waiver of any right of Oracle to pursue those rights and remedies.

5.) **New Orders:** Oracle may preclude Customer from purchasing new products or services if Customer is not current with both its obligations under this Cure Agreement and with its payment obligations for any other invoices issued to the Customer by Oracle or its affiliates or assignees. At Oracle's sole discretion, Oracle may require Customer to make advance payment for new orders for products or services during the Cure Agreement term or until Oracle determines that the Customer's credit worthiness is restored.

6) **Other Invoices:** Any other invoices issued by Oracle or its assignees to Customer that are separate from the Subject Invoices must be paid by by Customer by the due date reflected on those invoices and pursuant to the terms of the applicable agreement(s) under which the separate invoices were issued.

7) **Preservation of Rights:** Nothing in this Cure Agreement alters Oracle's rights and remedies under the agreements that govern the products and services related to the Subject Invoices specified herein. Customer agrees that the choice of law and forum selection provisions remain in full force and effect, and apply to any legal proceeding undertaken by either Oracle or Customer related to this Cure Agreement.

8) **Notice:** All notices related to this Cure Agreement should be sent to the following:

For Customer: Pablo Velez at [PVelez1@iv-hd.org].

For Oracle: Collections_us@oracle.com

Please acknowledge your understanding and agreement to these terms by executing the enclosed copy of this letter in the space provided for your signature.

Very truly yours,

Oracle America Inc.

BY EXECUTION BELOW, CUSTOMER AGREES THAT THE AMOUNT(S) SPECIFIED IN THIS AGREEMENT IS/ARE OWED TO ORACLE AND AGREES TO THE TERMS AND CONDITIONS SET FORTH ABOVE;

By:

Signature: _____

Name (printed): El Centro Regional Medical Center

Title: _____ Date: _____

IMPERIAL VALLEY HEALTHCARE DISTRICT EXECUTIVE SUMMARY

Following the creation of the IMPERIAL VALLEY HEALTHCARE DISTRICT, IVHD wishes to consolidate the two separate Pioneers Memorial Healthcare District and El Centro Regional Medical Center EMR environments into one consolidated EMR environment. After joint discussions between Oracle Health and IVHD, it was determined by IVHD that El Centro will be built as a new location within the existing Pioneers logical domain. The professional services for the effort have been combined (bundled) with desired technologies to reduce the overall cost of the professional services needed and provide the latest EMR technology and functionalities to increase value for the district. IMPERIAL VALLEY HEALTHCARE DISTRICT will be eligible for significant financial incentives as a result of executing this agreement. Our goal at Oracle Health is to maintain our long-term partnership with IVHD while providing the most innovative technologies and next-generation EHR, laying the foundation for the future of IVHD.

Core Items: This proposal supports IMPERIAL VALLEY HEALTHCARE DISTRICT from an operational and new technology standpoint, while consolidating both EMR systems. This proposal includes a contractual combination of all the legacy contracts for Pioneers and El Centro, the services needed to build/combine El Centro as a new facility in the Pioneers logical domain, and new technologies desired by IVHD to maximize the experience across the continuum of care and provide optimal value to patients, providers, and EMR users under the IVHD organization.

- **Consolidation of the Master agreements:** A new master agreement for IMPERIAL VALLEY HEALTHCARE DISTRICT has been created that combines the existing Pioneers Memorial and El Centro master schedules (as well as any other Ordering Documents executed post go-live). The scope of each solution has been validated and adjusted to account for the most up-to-date status of IVHD. This new agreement combines both master schedules and establishes a new master agreement for IVHD. By creating and executing this new consolidated agreement, it will create consolidated invoicing as desired by IVHD. It also will increase the scope of use metrics for solutions that were previously only included in one of the facilities and allow for use of the solutions at both hospital sites as appropriate under the new IVHD agreement.

- **The consolidated IVHD agreement termination date will be May 30, 2033**, which meets in the middle of the two individual master agreement schedule end dates for Pioneers and El Centro.

- **Professional Services for combination of the EMR environments:** Professional services are included to build, test, train, and go-live with El Centro to be built as a new location within the existing Pioneers Memorial logical domain. Scope of services will be included in the IVHD Ordering Document for reference and review. Out of Scope items identified during the project will be additions to this proposal which could incur additional hours/cost. The Professional Services amount shown in this summary will be priced in a Fee for Service model and are overall estimates which could require adjustments estimated at +/-10% as we finalize the scope and Ordering Documents.

- **Through this bundling process, Oracle was able to reduce the overall cost of the professional services effort from a total of $5.9M down to an estimated $2.6M, which is approximately a 56% decrease and a savings of over $3.3M.**

- **Professional services payment schedule:**
    - Professional services costs will be spread evenly over the remainder of the term through May 30, 2033 and included in the capital cost of the FTF.

- **Scope of Use**: IMPERIAL VALLEY HEALTHCARE DISTRICT scope is a combination of the metrics across both facilities (Pioneers and El Centro). Below is a list of solutions currently contracted at one facility but not the other facility. The scope of use metrics will be modified to accommodate use of the solutions across both IVHD facilities.

    - **Solutions Live at El Centro only and will be implemented at Pioneers**
        - Flywire payments
        - Anesthesia Management
        - 724 Downtime Viewer
        - Oncology

    - **Solutions Live at Pioneers only and will be implemented at El Centro**
        - Contract Management
        - Bridge Blood Bank Management

- **Overall Pricing Considerations:**

    - **Professional Services**
        - **EMR Consolidation Professional Services (*approximate estimate*) – $2.6M**
        - **New Solution Implementations - $0**
            - New OH Ambulatory EMR implementation - $0
            - Oracle Health AI Data Intelligence Platform Implementation- $0
            - Oracle Health Patient Portal Implementation- $0
            - Flywire Implementation - PION- $0
            - VDI Services- $0
            - UCC implementation-$0
            - Ambulatory Med Scanning Services- $0
            - CareAware Connect for Nursing Implementation- $0
            - Orders and Results Hub Services- $0

    - **SaaS – recurring monthly subscription fees**

        - Overall Bundle includes all new technologies listed below
            - **$900K Annual *(excluding Fusion ERP)***
        - New Technologies Included
            - Oracle Fusion (ERP and Supply Chain)
            - Oracle Health Patient Portal
            - Oracle Health AI Data Intelligence Platform (OH AIDP)
            - Oracle Health New Ambulatory EMR
            - Clinical AI Agent (previously contracted)
            - Flywire Payments and ePayments Plus
            - Virtual Desktop Integration (Professional Services)
            - Unified Consumer Communications (UCC)
            - Ambulatory Medication Scanning (Professional Services)
            - CareAware Connect for Nursing
            - Orders and Results Hub

    These incentives represent a strategic opportunity for IMPERIAL VALLEY HEALTHCARE DISTRICT to secure long-term cost savings and added value through proactive bundling. Per standard Oracle policy, the quotes do have an expiration date to align with the end of the Oracle fiscal year.

APPENDIX FOR NEW TECHNOLOGIES

Oracle Health Patient Portal

- **Oracle Health Patient Portal** is a secure, web-based and mobile-enabled platform that empowers patients to actively manage their healthcare. It provides patients and their authorized representatives with convenient, real-time access to their personal health information, communication with care teams, self-service tools, and streamlined access to appointments, billing, and educational resources. Oracle Health Patient Portal provides a unified, person-centric portal, one that frees providers, populations of patients, members and consumers from managing healthcare in isolation, and puts the person at the center. The new portal provides a reimagined end-to-end experience for patients and will provide IMPERIAL VALLEY HEALTHCARE DISTRICT with an encompassing portal enabling individuals to engage with their care providers and access their health information online, on their own terms. Patients can exchange messages with their clinicians, search for new healthcare providers, schedule appointments, view their lab results and prescriptions, pay their bills, and so much more. Administrators can customize portal features to accommodate business and patient needs.

- **Key Features**
  - **Health Records Access:** View diagnostic results, medication lists, allergies, immunizations, and visit summaries.
  - **Appointment Management:** Request, schedule, reschedule, or cancel appointments; receive reminders and directions.
  - **Secure Messaging:** Communicate securely with providers, care teams, and administrative staff.
  - **Prescription Management**: Request prescription refills and review medication instructions.
  - **Billing and Payments:** Review statements and make payments (where integrated with billing solutions).
  - **Online Forms:** Complete pre-visit registration, consent, and intake questionnaires digitally.
  - **Virtual Health Support:** Access to telehealth visits and related patient instructions (when enabled).
  - **Proxy/Family Access:** Manage dependents' and family members' health information with proper authorization.
  - **Notifications & Reminders:** Receive timely alerts via email, SMS, or app.
  - **Multilingual and Accessibility Support:** Designed for inclusivity and compliance with accessibility standards.

- **Provider/Organization Capabilities**
  - **Customization:** Tailor branding, patient content, and workflows.
  - **Integration:** Natively integrates with Oracle Health EHR for real-time data synchronization and interoperability.
  - **Reporting & Analytics:** Track usage metrics, engagement, and identify opportunities for enhancement.
  - **Security & Compliance:** Supports HIPAA, GDPR, and other relevant security and privacy standards; includes audit logging and consent management.

- **Benefits**
  - Improves patient satisfaction and engagement by increasing transparency and convenience
  - Reduces administrative workload by streamlining scheduling, triage, and routine communications.
  - Supports better health outcomes through timely access to care information and education.
  - Enables digital transformation and scalability for healthcare organizations

Oracle Health AI Data Intelligence Platform (OH AIDP)

- **Oracle Health Data AI Intelligence Data Platform** will assist IMPERIAL VALLEY HEALTHCARE DISTRICT navigate industry changes, regulations, and patient expectations. HDI will provide the foundation for IMPERIAL VALLEY HEALTHCARE DISTRICT to support your organization now, and scale as you grow in the future and focus more on population health and value-based care. IMPERIAL VALLEY HEALTHCARE DISTRICT will be able to manage all quality expectations in one single place, support providers by giving them patient insights at the point of care, enhance care management programs, and deliver analytics and powerful insights with a data warehouse to manage all data sources across the entire IMPERIAL VALLEY HEALTHCARE DISTRICT organization.
  - Oracle Health Clinical Intelligence
  - Oracle Health Analytics Intelligence
  - Oracle Health Care Coordination Intelligence
  - Licensing for the following:
    - Oracle Health Cost Accounting
    - Oracle Health Ambulatory Quality Reporting
    - Oracle Health Data Foundation
    - Oracle Health Data Acquisition
    - Oracle Health Data Service
    - Oracle Health EHR Operational and Clinical Reporting
    - Oracle Health Hospital Quality Reporting
    - Oracle Health MIPS Qualified Registry Reporting
    - Oracle Population Health Analytics Reporting
      - ACO
      - BPCI-A
      - HEDIS
      - Cost and Utilization
    - Oracle Population Health EMPI

- **Oracle Health Data Intelligence ROI Examples**

  - **Improved Quality Reporting & Regulatory Compliance**
    - Scenario: OHDI automates and streamlines CMS and other mandatory quality reporting.
    - Labor savings in manual data abstraction/reporting:
    - *Old method:* **1 FTE analyst, $70,000/year**
    - *OHDI automation can save*: **0.75 FTE**
    - Annual cost savings: **0.75 × $70,000 = $52,500**

  - **Reduced Readmission Rates through Predictive Analytics**
    - Scenario: By identifying high-risk patients using OHDI analytics, targeted interventions can reduce inpatient readmissions.
    - Assumptions:
      - Average readmission cost: $10,000 per episode
      - OHDI-enabled care coordination reduces readmissions by 4 per year
    - Annual cost avoidance: **4 × $10,000 = $40,000**

  - **Optimized Staffing through Real-Time Analytics**
    - Scenario: Advanced analytics for census and workload help better align nurse staffing with actual needs, reducing overtime.

- Assumptions:
  - Reduction in overtime hours: **400 hours/year**
  - Overtime premium: **$60/hour**
- Annual overtime cost saved: **400 × $60 = $24,000**

- **Revenue Capture Improvement**
  - Scenario: OHDI identifies documentation gaps or missed billing opportunities through advanced data mapping and alerts.
  - Assumptions:
    - **Recovered or captured charges: $30,000/year**

- **Time Saved on Data Queries/Research**
  - Scenario: Clinicians and quality analysts spend less time generating ad-hoc reports and find insights faster.
  - Estimated analyst time saved: **10 hours/week × 52 weeks = 520 hours/year**
  - Analyst wage: **$35/hour**
  - Annual value of time saved: **520 × $35 = $18,200**

Health Data Intelligence ROI Summary Table

BENEFIT	ANNUAL ESTIMATED SAVINGS
QUALITY REPORTING/COMPLIANCE	$52,500
REDUCED READMISSIONS	$40,000
OVERTIME/NURSE STAFFING OPTIMIZATION	$24,000
IMPROVED REVENUE CAPTURE	$30,000
ANALYST PRODUCTIVITY	$18,200
TOTAL ANNUAL ROI ESTIMATE	$164,700

LINK TO DEMO: https://videohub.oracle.com/media/HDI%20Overview%3A%20Future%20of%20Value-based%20Care/1_xqn974zi

Clinical AI Agent

- Both Pioneers and El Centro already use CAA, but the expansion of 50K notes signed by Pioneers on 12/18/25 are included in the bundle calculations to provide the most value when reducing the overall Professional Services amount

- **Oracle Health Clinical AI Agent** is an intelligent, secure, enterprise-grade virtual assistant designed to empower healthcare professionals by automating routine tasks, surfacing clinical insights, and improving care team workflows. Seamlessly integrated within Oracle Health's ecosystem, the solution leverages advanced artificial intelligence and natural language processing (NLP) to support informed and efficient clinical decision-making.

- **Key Features**

    - **Conversational Clinical Assistant:** Enables clinicians to use natural language queries to retrieve patient records, diagnostics, medication history, and care plans directly within the EHR.
    - **Real-Time Summarization:** Generates concise patient summaries and extracts key clinical information from documentation, lab results, and historical data.
    - **Task Automation:** Assists with order entry, documentation drafting, messaging, and other repetitive workflows to minimize administrative burden.
    - **Proactive Clinical Insights:** Surfaces relevant alerts, evidence-backed suggestions, and care gaps at the point of care, tailored to provider specialty and workflow.
    - **Care Team Communication:** Facilitates secure, contextually aware communication among providers with intelligent routing and prioritization.
    - **Decision Support:** Provides guideline-based recommendations and clinical reminders, supporting compliance and quality initiatives.
    - **Workflow Integration:** Embedded in clinical workflows within Oracle Health EHR, with minimal disruption and intuitive UX.
    - **Scalable and Configurable:** Supports configuration for department- and organization-specific needs, with enterprise-grade governance.

- **Security & Compliance**

    - **Privacy:** Patient data is processed securely according to HIPAA and relevant regulations.
    - **Auditability:** Interactions logged and auditable to support compliance/quality assurance.
    - **Role-Based Access:** Follows granular role and context-based access controls to ensure appropriate data use.

- **Benefits**

    - **Boosts Clinical Efficiency:** Reduces time spent on data retrieval and documentation, allowing providers to focus on patient care.
    - **Enhances Decision-Making:** Delivers real-time, actionable insights at the point of care, improving safety and outcomes.
    - **Improves Provider Experience:** Streamlines communication, reduces cognitive load, and minimizes workflow interruptions.
    - **Supports Scalability:** Adapts to evolving organizational needs with continuous updates and learning

Flywire and ePayments Plus

- **Flywire** is a global payment and receivables platform designed to simplify complex international transactions, primarily in sectors like healthcare, education, and business. Flywire helps organizations securely accept and reconcile cross-border payments, improving financial operations and delivering a tailored, localized experience for payers worldwide.

- **Key Features**
  - **Global Payment Network:** Accepts payments in 140+ currencies from 240+ countries using local payment methods (bank transfers, credit/debit cards, e-wallets).
  - **Payment Management:** Provides end-to-end visibility and transparency into each transaction, with real-time tracking and automatic reconciliation.
  - Payer Experience: Offers a user-friendly interface, localized payment options, multilingual support, and clear communication of costs and compliance requirements.
  - **Compliance & Security:** Integrates anti-fraud screening, regulatory compliance measures (KYC, AML), and robust security standards (PCI DSS, GDPR).
  - **Integration Capabilities:** Can integrate with ERP, CRM, and billing systems, including Oracle solutions, to streamline payment posting and reconciliation.
  - **Support & Service:** Delivers global payer and client support with dedicated service teams and multi-channel communication.

- **Use Cases**
  - **Healthcare:** Facilitates patient payments for international or complex billing situations, streamlining financial clearance for providers.

- **Benefits**
  - **Reduces Payment Complexity:** Minimizes manual work, currency conversion challenges, and payment delays.
  - **Improves Cash Flow:** Accelerates receivables and provides real-time payment status updates.
  - **Enhances Payer Satisfaction:** Offers transparency, flexibility, and local payment experience for patients, students, and customers worldwide.
  - **Strengthens Compliance:** Helps organizations meet global regulatory requirements and safeguard sensitive data.

- **Security & Compliance**
  - All transactions are encrypted and monitored for fraud.
  - Adheres to industry-leading standards including PCI DSS and GDPR.
  - Supports detailed audit logs, payer verification, and risk management protocols.

CareAware Connect Nursing

(Previously Board Approved for Pioneers – December 2025)

- **CareAware Connect Nursing** is a mobile health IT solution primarily used on smartphones or wireless devices. It provides nurses and clinical staff with secure access to critical information, communication tools, and workflow management functionality at the point of care.

- **Key Capabilities**

  - **Secure Messaging**: Enables HIPAA-compliant, encrypted messaging for secure communication among clinical teams
  - **Patient Information Access**: Provides real-time and mobile access to patient lists, demographics, vital signs, reports, and care plans
  - **Task and Alert Management**: Allows nurses to receive, acknowledge, and manage alerts and tasks assigned to them
  - **Barcode Scanning**: Facilitates medication administration and patient identification via integrated barcode scanning
  - **Nurse Call Integration**: Integrates alerts from nurse call systems to the mobile device, allowing rapid response and closing of the communication loop
  - **Collaboration Tools**: Includes voice calling, role-based texting, directory lookup, and on-call scheduling integration

- **Business Benefits**

  - **Improved Communication**: Reduces delays and manual handoffs by centralizing nurse communication and alert management
  - **Enhanced Patient Safety:** Supports accurate patient identification and closed-loop medication administration
  - **Increased Efficiency:** Streamlines daily nursing activities and minimizes time spent on non-patient-facing tasks.
  - **Better Collaboration**: Helps coordinate care more effectively among interdisciplinary care teams

  - **Care Aware Connect Nursing ROI Examples**

    - **Reduced Communication Delays**
      - Time saved per nurse per shift: **30 minutes (0.5 hours)**
      - Nurses affected: **50**
      - Annual shifts per nurse: **250**
      - Total time saved/year: **50 nurses × 0.5 hours/shift × 250 shifts = 6,250 hours**
      - Average hourly wage: **$40**
      - Potential annual productivity gain: **6,250 × $40 = $250,000**
    - **Improved Patient Throughput**
      - Reduced average bed turnaround time: **10 minutes (0.167 hours)**
      - Admissions per day: **25**
      - Total hours saved/day: **0.167 × 25 = 4.17 hours**
      - Annual time saved: **4.17 × 365 = 1,521 hours**
      - Average hourly rate: **$40**
      - Annual cost savings: **1,521 × $40 = $60,840**
    - **Reduced Sentinel Events/Medication Errors**

    - Sentinel events avoided annually: **2**
    - Cost per event: **$75,000**
    - Total savings: **2 × $75,000 = $150,000**
- **Decreased Nurse Turnover and Burnout**
    - Reduction in nurse turnover: **3 nurses/year (scaled to a smaller workforce)**
    - Cost per turnover: **$30,000**
    - Total savings: **3 × $30,000 = $90,000**
- **Paperwork and Overhead Reduction**
    - Annual savings on supplies and administrative work: **$25,000 (scaled to a smaller staff size)**

CareAware Connect ROI Summary Table

BENEFIT	ANNUAL ESTIMATED SAVINGS
Improved Productivity	$250,000
Better Patient Throughput	$60,840
Reduced Sentinel Events/Errors	$150,000
Lower Nurse Turnover	$90,000
Less Paperwork/Admin Costs	$25,000
Total Annual ROI Estimate	**$575,840**

Virtual Desktop Integration

- **Virtual desktop Integration (VDI)** refers to the delivery and management of desktop environments via virtualization technologies, enabling users to securely access workspaces from any device, anywhere. Oracle supports VDI through solutions that integrate with enterprise applications, such as Oracle Fusion Cloud Applications, and with leading VDI technologies to ensure secure, scalable, and compliant access to critical business systems.

- **Key Features**

  - **Centralized Desktop Management:** Provision, maintain, and update desktop environments from a central location to streamline IT operations and ensure consistent security protocols.
  - **Remote and Flexible Access:** Empower employees, contractors, and partners to access business applications—including ERP, SCM, HCM, and custom applications—from virtually any device (laptop, tablet, or smartphone).
  - **Security and Compliance:** Strengthen endpoint security with multi-factor authentication, data encryption in transit and at rest, policy-based access controls, and separation of corporate and personal data.
  - **Seamless Integration:** Integrates with Oracle's cloud and on-premises applications, supporting single sign-on (SSO) and federated identity management for unified user experiences.
  - **Scalability:** Rapidly scale virtual desktop capacity up or down to meet business needs or support temporary, seasonal, or remote work scenarios.
  - **High Availability:** Ensure business continuity with redundancy, backup, and failover capabilities.
  - **User Experience:** Delivers consistent, high-performance user experiences with support for collaboration, productivity, and real-time applications.

Oracle Health New Ambulatory EMR (Consulting Services)

- **Oracle Health's New Ambulatory Electronic Medical Record (EMR)** is a next-generation, cloud-delivered solution tailored for outpatient and physician practices. Designed to streamline clinical workflows, improve interoperability, and enhance both provider and patient experiences, this EMR leverages Oracle's cloud infrastructure and healthcare expertise to deliver modern, intelligent, and scalable ambulatory care capabilities.

- **Key Features**
  - **Cloud-Native Architecture**
    - Built on Oracle Cloud Infrastructure (OCI) for maximum security, scalability, and high availability.
    - Enables continuous innovation with regular, seamless updates.
  - **Modern, Intuitive User Experience**
    - Redesigned workflows and Uls minimize clicks and data entry, with context-aware decision support.
    - Personalization for roles, specialties, and individual user preferences.
  - **Comprehensive Clinical Documentation**
    - Streamlined tools for capturing structured notes, progress summaries, orders, results, and referrals.
    - Supports dictation, voice recognition, and smart templates.
  - **Integrated Ordering and Results**
    - Direct integration for medication, lab, and imaging orders with result management inside workflows.
    - Decision support enables safe, evidence-based ordering and follow-through.
  - **Scheduling and Registration**
    - Embedded appointment scheduling, patient registration, eligibility, & check-in.
    - Supports same-day and future appointments, including virtual care visits.
  - **Patient Engagement**
    - Integrated with Oracle Health Patient Portal for secure messaging, visit summaries, appointment management, and online forms.
    - Enables digital intake and pre-visit questionnaires.
  - **Interoperability**
    - FHIR APIs, HL7, Direct Messaging, and other standards-based interfaces for seamless connection to other EHRs, HIEs, and ancillary systems.
    - Designed to support referrals and information exchange across care settings.
  - **Billing and Revenue Cycle Integration**
    - Embedded charge capture, coding, claims processing, and real-time eligibility verification.
  - **Mobile and Remote Access**
    - Responsive, device-agnostic access for clinicians on laptops, tablets, and mobile devices.
  - **Benefits**
    - Provider Efficiency & Satisfaction: Optimized workflows reduce charting time and cognitive burden.
    - Clinical Quality and Safety: Embedded best-practice guidelines and safeguards support safer, higher-quality care.
    - Patient Engagement: Empowers patients with access, communication, & self-service tools.
    - Scalability & Innovation: Easily scales to organizations of all sizes and rapidly evolves with advancing technologies.
    - Security & Compliance: HIPAA-ready architecture, with role-based access, encryption, and comprehensive audit logging.

Unified Consumer Communications (UCC)

- **Unified Consumer Communications** refers to a comprehensive, cloud-based platform or strategy that enables organizations to manage, coordinate, and deliver all forms of outbound and inbound customer communications from a single, integrated system. Within the Oracle ecosystem, particularly in healthcare, these solutions ensure consumers receive timely, consistent, and personalized information across all channels (email, SMS, voice, portal, mobile app, and more).

- **Key Features**

  - **Omnichannel Delivery:**
    - Supports real-time and scheduled communications via SMS, email, push notifications, automated voice, direct mail, and secure portals.
    - Ensures message delivery based on consumer preference and channel availability.
  - **Personalization and Segmentation:**
    - Leverages consumer profiles/behavioral data - tailor messaging, timing, frequency
    - Facilitates targeted outreach (e.g., reminders, notifications, marketing campaigns, billing, appointment scheduling, healthcare follow-ups).
  - **Workflow Automation:**
    - Automates complex communication workflows such as confirmations, appointment reminders, pre-visit instructions, billing notices, and more.
    - Allows conditional triggers and escalations based on consumer response or status.
  - **Centralized Template Management:**
    - Manages reusable, organization-approved templates for consistent branding and regulatory compliance.
    - Supports dynamic content and localization for multi-language delivery.
  - **Interaction Tracking and Analytics:**
    - Captures delivery, engagement, and response metrics to monitor impact and refine communication strategies.
    - Integrates with consumer data platforms, CRMs, and analytics solutions for 360-degree consumer insights.
  - **Compliance and Opt-in/Opt-out Management:**
    - Adheres to industry regulations (e.g., HIPAA, GDPR, TCPA).
    - Robust consent management, audit logs, and consumer preference handling.
  - **Integration with Enterprise Systems:**
    - Connects to EHRs, ERP, CRM, scheduling, billing, and customer service apps.
    - Offers APIs and connectors for real-time and batch data exchange

- **Benefits**

  - **Improved Engagement and Satisfaction:** Delivers relevant, timely, and actionable communications that strengthen consumer relationships.
  - **Operational Efficiency:** Centralizes and automates outreach, reducing manual work and the risk of communication gaps.
  - **Brand Consistency:** Ensures communications reflect organizational standards & messaging
  - **Enhanced Compliance:** Simplifies regulatory adherence and audit readiness with supervised processes and detailed logging.
  - **Data-Driven Optimization:** Empowers organizations to refine strategies based on measurable outcomes.

Orders Results Hub

- **Orders and Results Hub** is a centralized clinical platform that streamlines the ordering, tracking, and management of diagnostic tests and procedures, as well as the review and follow-up of results. Designed to enable safer, more efficient, and more coordinated care, the hub integrates seamlessly with Oracle Health's electronic health record (EHR) and other clinical workflows, serving as a "single source of truth" for ordering and result management across care settings.

- **Key Features**

  - **Comprehensive Order Entry:**
    - Unified entry point for medications, laboratory tests, imaging, pathology, and consult orders.
    - Standardized order sets, protocol-driven pathways, and clinical decision support to guide appropriate ordering at the point of care.
    - Role- and specialty-based views for clinicians, nursing, and ancillary staff.
  - **Real-Time Order Tracking:**
    - End-to-end status visibility (ordered, scheduled, in process, resulted, reviewed) for every order and specimen.
    - Notifications and flags for urgent, overdue, or abnormal results.
  - **Results Management:**
    - Consolidated view of results from multiple sources—labs, radiology, pathology, and external systems.
    - Customizable dashboards for reviewing, trending, comparing, and graphing results.
    - Integrated result acknowledgment, documentation, and follow-up tasks.
    - Advanced filtering and search for faster access to relevant clinical data.
  - **Clinical Decision Support:**
    - Embedded alerts for duplicate testing, allergies, lab value criticality, and age/gender-based reference ranges.
    - Guidance for evidence-based ordering and downstream management.
  - **Cross-Setting Integration:**
    - Unified access to orders/results for ambulatory, inpatient, and specialty care.
    - Standards-based interoperability (FHIR, HL7) for receiving and sending orders/results to external systems or health information exchanges (HIEs).
  - **Provider and Patient Engagement:**
    - Patient-facing results delivery and education through the Oracle Health Patient Portal.
    - Provider notifications and acknowledgment workflows to close the loop on critical results.
  - **Audit and Compliance:**
    - Comprehensive audit trails, time stamps, and documentation for orders and results review.
    - Facilitates regulatory compliance with requirements for result notification and follow-up.

- **Benefits**

  - **Clinical Efficiency:** Single workspace for comprehensive order and result management enhances provider productivity.
  - **Patient Safety & Quality:** Reduces errors, closes communication gaps, and ensures timely follow-up on critical findings.
  - **Coordinated Care:** Enables smoother transitions and cross-team collaboration.
  - **Regulatory Readiness:** Supports compliance with standards for result management and communication.

Fusion ERP & Supply Chain

- **Oracle Fusion Cloud ERP** and **Oracle Fusion Cloud Supply Chain & Manufacturing (SCM)** are integrated, SaaS-based solutions designed to help organizations modernize, automate, and unify financial and supply chain operations. Both platforms are part of Oracle Fusion Cloud Applications Suite, offering a comprehensive, scalable, and secure environment for global enterprises.

- **Oracle Fusion Cloud ERP**

  - Oracle Fusion Cloud ERP provides a complete, modern solution for managing core finance and business processes, including:
  - **Financials:** Core accounting, payables, receivables, asset management, cash management, and expense reporting.
  - **Procurement:** Centralized sourcing, purchasing, supplier management, and contracts.
  - **Project Management:** Project planning, tracking, costing, and resource management.
  - **Risk Management & Compliance:** Embedded controls, audits, and advanced analytics for proactive risk mitigation and regulatory compliance.
  - **Enterprise Performance Management (EPM):** Budgeting, forecasting, scenario modeling, and reporting.
  - **Automation & AI:** Process automation, intelligent approvals, anomaly detection, and advanced analytics for greater efficiency.

- **Oracle Fusion Cloud Supply Chain & Manufacturing (SCM)**

  - Oracle Fusion Cloud SCM enables organizations to streamline and optimize their entire supply chain from planning to execution, including:
  - **Product Lifecycle Management (PLM):** Centralized product data and collaboration on innovation.
  - **Supply Chain Planning:** Demand forecasting, supply planning, inventory optimization.
  - **Inventory Management:** Real-time visibility, automated replenishment, and global inventory control.
  - **Order Management:** Omni-channel order capture, promising, fulfillment orchestration.
  - **Manufacturing:** Shop floor execution, quality management, and operational visibility.
  - **Logistics:** Transportation, warehouse management, and global trade compliance.
  - **Procurement:** Supplier collaboration, sourcing, contracts (integrated with ERP procurement).
  - **Maintenance:** Asset monitoring, predictive maintenance, and cost control for manufacturing environments.

- **Key Benefits**

  - **Unified Platform:** Shared data model and user experience across ERP and SCM functions.
  - **Agility & Innovation:** Continuous updates and embedded emerging technologies (AI, ML, automation).
  - **Global Compliance:** Support for complex regulations, multi-currency, and localization.
  - **Security & Scalability:** Enterprise-grade security, privacy controls, and performance at scale.
  - **Business Insights:** Advanced analytics & dashboards for real-time operational intelligence.
  - **Extensibility:** Open APIs and low-code tools for quick adaptation to business needs.

Imperial Valley Healthcare District

BOARD MEETING DATE:

SUBJECT: Special Inspection and Material Testing Services

BACKGROUND: Caltech Labs, Inc. shall conduct construction testing and inspection services for the Original Power PlantTower.

KEY ISSUES:

CONTRACT VALUE: $44,966.25

CONTRACT TERM: Schedule will be coordinated with Imperial Valley Healthcare District, design consultants, and subcontractors during preconstruction prior to issuance of the baseline project schedule.

BUDGETED: Required seismic upgrade

BUDGET CLASSIFICATION:

RESPONSIBLE ADMINISTRATOR: Carly Zamora, Interim CEO

DATE SUBMITTED TO LEGAL: _____ **REVIEWED BY LEGAL:** ☐ Yes ☐ No

FIRST OR SECOND SUBMITTAL: ☐ 1st ☐ 2nd

September 23, 2026

Joseph Nowell
Construction Supervisor

Subject: Proposal for Material Testing and Special Inspection Services – Pioneers Memorial Healthcare District: Material Testing Scope for Original Power Plant BLDG 01B (BLD-00766)

Dear Mr. Nowell,

Caltech Labs, Inc. is pleased to submit this proposal to provide Material Testing and Special Inspection services for the above-referenced project. With extensive experience and a proven track record in delivering precise, timely, and reliable services, our dedicated team ensures each project meets the highest standards of quality, compliance, and efficiency.

Our commitment to accuracy and responsiveness is central to our operations. We prioritize clear communication and collaboration with project teams, ensuring alignment with project goals and adherence to applicable codes and standards. Our team of multi-certified inspectors leverage their expertise to support seamless project execution at every project phase.

This proposal has been prepared based on the information provided:

- Plans stamped and approved by HCAI on 9/2/25

Thank you for considering Caltech Labs, Inc., we appreciate this opportunity and look forward to the potential of working together. Should you have any questions or require further information, please contact me directly at (714) 255-2900 or via email at Jessy@caltech-labs.com.

Respectfully,

CALTECH LABS, INC.

Jessy Pelayo
Project Manager

Breakdown:

PROJECT- BREAKDOWN

Service	Qty	Rate	Total
Concrete Testing and Inspection Services			
Concrete Core Compression with Modulus of Elasticity, each	6	$155	$930.00
Concrete Core Split Tensile, ea	6	$135	$810.00
Non-Shrink Grout Inspection, per hour	48	$130	$6,240.00
Non-Shrink Grout Compression Test, each	30	$35	$1,050.00
Rebar Bend Test-#7 Bar and Under, each	6	$60	$360.00
Rebar Tensile Test-#7 Bar and Under, each	6	$60	$360.00
Sample & Tag Rebar, per hour	16	$115	$1,840.00
		SUB-TOTAL:	**$11,590.00**
Steel Testing and Inspection Services			
Carbon Equivalency, each	6	$350	$2,100.00
Chemical Analysis of Steel, each	6	$350	$2,100.00
Modulus of Elasticity of Steel, each	6	$200	$1,200.00
		SUB-TOTAL:	**$5,400.00**
Professional Services			
Registered Professional Engineer, per hour	13	$185	$2,405.00
Senior Lab & Field Staff, per hour	56	$130	$7,280.00
Project Manager, per hour	6	$105	$630.00
Grout Mix Design	1	$150	$150.00
Out of Area Trip, each	17	$450	$7,650.00
Final MTCAP Report, each	1	$4,500	$4,500.00
		SUB-TOTAL:	**$22,615.00**
Equipment Charges			
Truck Charge (Inspections Only), per day	17	$60	$1,020.00
Non-Shrink Grout Cube Mold, per day	20	$50	$1,000.00
Sample Pick-up (2 hr Minimum)	20	$60	$1,200.00
		SUB-TOTAL:	**$3,220.00**
5% Administrative Fee		**SUB-TOTAL:**	**$2,141.25**
ESTIMATED GRAND TOTAL:			**$44,966.25**

General Conditions:

Field Technician Minimums	
Regular Hours: Monday through Friday, 6:30 am to 4:00 pm.	
Show Up Time, No Work Performed	2 hour minimum charge
Field Services	4 and 8 hour minimum charge
Field Engineer Supervision	1 hour a week minimum charge
Overtime	
Monday through Friday, over 8 hours or after 4:00 pm	1.5 x hourly rate
Saturdays - First 12 hours	1.5 x hourly rate
Monday through Saturday, over 12 hours; Sundays and Holidays	2.0 x hourly rate

If these rates are based on prevailing wage and if it is deemed by the Department of Industrial Relations that the rates should increase in a double asterisk year, Caltech labs will be increasing the rate by the increase made in the year. Portal to Portal travel time will apply for Engineers, Site Supervisors, Soil Technicians and Technicians at the contracted billing rate. Portal to Portal is recognized as Caltech-labs, Inc. Office to work site and return to office. For every forty (40) hours of inspection services performed, one (1) hour of Professional Engineer time and one (1) hour of Project Manager time will be billed. These hours account for required technical oversight, coordination, review of inspection activities and reports. An Administrative fee of 5% shall be added to the total amount of each invoice.

This will be a T&M based contract.

This proposal is a good faith estimate of project inspection and testing costs. Actual billing will depend on the actual construction schedule and re-testing requirements.

This quote is valid for 90 days from date on letter.

APPROVAL FOR WORK TO BE PERFORMED:

Should this scope of work, as described, meet with your approval, you may authorize the work to proceed by signing a copy of this proposal and returning it to our office. Should you believe that a modified scope of work may better meet your current needs, please contact our office.

_____ _____

Company Name Title

_____ _____

Authorization Signature Date

_____

Printed Name

STANDARD TERMS & CONDITIONS

1. SCOPE OF AGREEMENT: Caltech Lab's written proposal along with these Terms and Conditions contain the entire agreement ("Agreement") between CALTECH LABS and its client ("Client') relating to the project and the services provided by CALTECH LABS for the project. Client may negotiate the modification or elimination of any of these Terms and Conditions with CALTECH LABS prior to signing the Agreement. By signing the Agreement and/or agreeing to receive CALTECH LABS's services as described in the proposal, Client agrees to be bound by these Standard Terms and Conditions. Client agrees that it has been provided a copy of, read, and agrees to these Standard Terms and Conditions. Any prior discussions, negotiations, or representations not expressly set forth in the written proposal and these Terms and Conditions are not part of the agreement. CALTECH LABS requires that all modifications to the scope of the proposal and these Standard Terms and Conditions be in writing and signed by both CALTECH LABS and Client. CALTECH LABS's lack of enforcement of any term, condition, or covenant shall not constitute a waiver of any such unenforced term, condition, or covenant, or CALTECH LABS's right to insist upon future strict compliance with these Standard Terms and Conditions. If any term, condition, or covenant of these Standard Terms and Conditions is held to be invalid, void, or unenforceable, the remaining provisions of these Standard Terms and Conditions shall be valid and binding.

2. PAYMENT TERMS: CALTECH LABS shall submit monthly invoices for the work performed on the project to Client, and said invoices shall be due and payable upon receipt. No retention shall be held by Client. Client agrees that failure to timely pay these invoices is a material breach of the agreement. Client agrees that upon its failure to timely pay CALTECH LABS invoices, CALTECH LABS may suspend its work pending payment, and may elect to terminate without penalty the contract under which Client did not timely tender payment for services rendered. Client agrees that the periodic invoices are presumed to be correct, conclusive, and binding on Client unless Client notifies CALTECH LABS in writing of alleged inaccuracies, discrepancies, or errors in the billing within ten (10) days after receipt of such invoices. Client agrees to pay a late charge of 1-1/2% per month on the unpaid balance commencing thirty (30) days after receipt of an invoice. In the event of any increase in the hourly rates charged for its testing, inspection, or engineering services specified by this agreement, CALTECH LABS shall provide 30 days advance notice to Client of any such increase. Client shall have two (2) weeks in which to object to the increase, and any failure to timely object shall constitute an acceptance of the increase.

3. CHANGES IN SCOPE OF WORK: Client agrees that if it requests incidental or additional services not specified by the written proposal, it will pay CALTECH LABS for such services based upon CALTECH LABS's customary hourly or unit price rates for said testing, inspection, and engineering. In the event that changes are made to the plans and specifications for the project or Client modifies or alters the scope of its work, CALTECH LABS shall be entitled to additional compensation to the extent that the change increases CALTECH LABS's testing, inspection, or engineering services, or the duration of CALTECH LABS's performance.

4. TIME: Client agrees that time is of the essence in connection with CALTECH LABS's services, and that an extension or delay to CALTECH LABS's performance duration shall result in increased costs to CALTECH LABS. Client further agrees that any CALTECH LABS extended performance duration or delay beyond that specified by the written proposal, and if none is specified by the proposal, by the initial approved construction schedule, shall justify additional compensation to CALTECH LABS. Said additional compensation shall be based upon CALTECH LABS's customary hourly, daily, or monthly rates or unit prices for its testing, inspection, and/or engineering services.

5. PROJECT DELAY: CALTECH LABS is not responsible for project delay or damages resulting therefrom caused in whole or part by the activities of Client, contractor, or its subcontractors, or governmental agencies, or by factors beyond CALTECH LABS's reasonable control, including but not limited to, delays caused by reason of strikes, accidents, acts of God, weather, or failure of Client to furnish timely information or approval of CALTECH LABS's work. CALTECH LABS shall not be responsible for any delays caused by the actions and/or omissions of governmental agencies including but not limited to the processing of building permits or Environmental Impact Reports. CALTECH LABS shall only act as an advisor to its Client on any governmental relations or approvals.

6. OWNERSHIP OF WORK-PRODUCT: All documents, papers, drawings, testing data, or other work-product prepared by CALTECH LABS, and copies thereof, shall remain the property of CALTECH LABS and may not be used by Client or other third parties without CALTECH LABS's express written consent. In the event that Client fails to pay CALTECH LABS for the services rendered, Client agrees to return all documents, papers, drawings, testing data, or other work-product prepared by CALTECH LABS and not to use, lend, or otherwise authorize the use of said documents without CALTECH LABS's written consent.

7. MUTUAL COOPERATION: CALTECH LABS and Client agree to cooperate with each other in every way necessary in order to effectuate the intent of this Agreement. Client shall make available to CALTECH LABS all information regarding existing and proposed conditions at the site, including but not limited to plot plans, topographic surveys, hydrographic data, and soil data including borings, field and laboratory tests, and written reports. Client shall provide and/or ensure that free access is provided to the site for all necessary equipment and personnel.

8. WARRANTY: CALTECH LABS warrants that it and its professionals are properly licensed to perform the services rendered. Client understands and agrees that CALTECH LABS does not guarantee the completion, quality of work performed by others on the project, or that the construction work complies with the specifications, plans or building codes. CALTECH LABS makes no warranty, either express or implied, to its findings, recommendations, testing or engineering results, or professional advice except that its testing, inspection, and/or engineering work was performed pursuant to generally accepted engineering standards within the industry in effect at the time of performance and within the geographic location in which the work was performed. CALTECH LABS makes no representations concerning the nature of any subsurface soil condition unless specifically provided in writing.

9. EXCLUSION OF IMPLIED WARRANTIES. There are NO IMPLIED WARRANTIES OF MERCHANTABILITY and NO WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE included with any products or materials incorporated into and/or utilized in connection with work performed by CALTECH LABS. CALTECH LABS expressly disclaims all IMPLIED WARRANTIES OF MERCANTABILITY and WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE.

10. USE OF FINALIZED/APPROVED DOCUMENTS: Client agrees not to use or permit the use by any other entity, any plans, drawings, or other construction documents prepared by CALTECH LABS which are not signed by CALTECH LABS or finalized. Client agrees to be liable and responsible for any such unauthorized use of unsigned plans, documents, or other construction documents not signed by CALTECH LABS and waives all rights and claims against CALTECH LABS for their unauthorized use.

11. NO FIELD DIRECTION: Client understands that CALTECH LABS's field personnel provide technical assistance to Client at the project site, and that CALTECH LABS will not perform construction supervision, construction management, or otherwise direct or oversee construction or the work. Client shall inform all contractors and subcontractors that CALTECH LABS is providing technical assistance and is not directing the work.

12. SAFETY: Client agrees that in accordance with the generally accepted industry standards and practices, the construction contractor will assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property, that this responsibility shall apply continuously and not limited to normal work hours, and that Client agrees to defend, indemnify, and hold CALTECH LABS harmless from any and all liability, loss, or damage, real or alleged, in connection with accidents or injury on this project except to the extent caused by the sole negligence or willful misconduct of CALTECH LABS.

13. PROFESSIONAL LIABILITY: CALTECH LABS agrees to perform its testing, inspection, and/or engineering services in accordance with the written proposal, these Standard Terms and Conditions, and the custom and practice in the industry in place at the time the services were rendered, and in the geographic local in which the work was performed. Client understands and agrees that CALTECH LABS performs testing and inspection services upon request by Client, and that unless Client specifically notifies CALTECH LABS that particular testing and inspection is required, CALTECH LABS assumes no responsibility to insure that any particular testing or inspection services are needed or performed. Client agrees to limit CALTECH LABS's liability to Client and to all contractors and subcontractors on the project, in total, due to alleged professional negligence, CALTECH LABS's acts, errors, or omissions, and breaches of contract, to the sum of Ten Thousand Dollars ($10,000) or CALTECH LABS's total invoiced and paid fee on the project, whichever is greater. 14. CHOICE OF LAW/VENUE/DISPUTES: The Agreement between CALTECH LABS and its Client shall be governed by and construed in accordance with the laws of the State of California. CALTECH LABS and Client agree that any such action arising out of the services provided by CALTECH LABS shall be brought in the Superior Court of the State of California, County of Orange.

Imperial Valley Healthcare District

BOARD MEETING DATE:

SUBJECT: Special Inspection and Material Testing Services

BACKGROUND: Caltech Labs, Inc. shall conduct construction testing and inspection services for the Original Hospital Building.

KEY ISSUES:

CONTRACT VALUE: $53,660.25

CONTRACT TERM: Schedule will be coordinated with Imperial Valley Healthcare District, design consultants, and subcontractors during preconstruction prior to issuance of the baseline project schedule.

BUDGETED: Required seismic upgrade

BUDGET CLASSIFICATION:

RESPONSIBLE ADMINISTRATOR: Carly Zamora, Interim CEO

DATE SUBMITTED TO LEGAL: _____ **REVIEWED BY LEGAL:** ☐ Yes ☐ No

FIRST OR SECOND SUBMITTAL: ☐ 1st ☐ 2nd

September 23, 2026

Joseph Nowell
Construction Supervisor

Subject: Proposal for Material Testing and Special Inspection Services – Pioneers Memorial Healthcare District: Material Testing Scope for Original Hospital Building BLDG 01A (BLD-00765) HCAI #S251405-13-00

Dear Mr. Nowell,

Caltech Labs, Inc. is pleased to submit this proposal to provide Material Testing and Special Inspection services for the above-referenced project. With extensive experience and a proven track record in delivering precise, timely, and reliable services, our dedicated team ensures each project meets the highest standards of quality, compliance, and efficiency.

Our commitment to accuracy and responsiveness is central to our operations. We prioritize clear communication and collaboration with project teams, ensuring alignment with project goals and adherence to applicable codes and standards. Our team of multi-certified inspectors leverage their expertise to support seamless project execution at every project phase.

This proposal has been prepared based on the information provided:

- Plans stamped and approved by HCAI on 9/8/25

Thank you for considering Caltech Labs, Inc., we appreciate this opportunity and look forward to the potential of working together. Should you have any questions or require further information, please contact me directly at (714) 255-2900 or via email at Jessy@caltech-labs.com.

Respectfully,

CALTECH LABS, INC.

Jessy Pelayo
Project Manager

Breakdown:

PROJECT- BREAKDOWN

Service	Qty	Rate	Total
Concrete Testing and Inspection Services			
Concrete Core Compression with Modulous of Elasticity, each	6	$155	$930.00
Concrete Core Split Tensile, ea	6	$135	$810.00
Non-Shrink Grout Inspection, per hour	40	$130	$5,200.00
Non-Shrink Grout Compression Test, each	18	$35	$630.00
Rebar Bend Test-#7 Bar and Under, each	9	$60	$540.00
Rebar Tensile Test-#7 Bar and Under, each	9	$60	$540.00
Sample & Tag Rebar, per hour	16	$130	$2,080.00
		SUB-TOTAL:	**$10,730.00**
Steel Testing and Inspection Services			
Carbon Equivalency, each	9	$350	$3,150.00
Chemical Analysis of Steel, each	9	$350	$3,150.00
Modulous of Elasticity of Steel, each	9	$200	$1,800.00
		SUB-TOTAL:	**$8,100.00**
Professional Services			
Registered Professional Engineer, per hour	15	$185	$2,775.00
Senior Lab & Field Staff, per hour	96	$130	$12,480.00
Project Manager, per hour	12	$105	$1,260.00
Grout Mix Design	1	$150	$150.00
Out of Area Trip, each	18	$450.00	$8,100.00
Final MTCAP Report, each	1	$4,500	$4,500.00
		SUB-TOTAL:	**$29,265.00**
Equipment Charges			
Truck Charge (Inspections Only), per day	18	$60	$1,080.00
Non-Shrink Grout Cube Mold, per day	5	$50	$250.00
Sample Pick-up (2 hr Minimum)	28	$60	$1,680.00
		SUB-TOTAL:	**$3,010.00**
5% Administrative Fee		**SUB-TOTAL:**	**$2,555.25**
ESTIMATED GRAND TOTAL:			**$53,660.25**

General Conditions:

Field Technician Minimums

Regular Hours: Monday through Friday, 6:30 am to 4:00 pm.
Show Up Time, No Work Performed..... 2 hour minimum charge
Field Services..... 4 and 8 hour minimum charge
Field Engineer Supervision..... .....1 hour a week minimum charge

Overtime

Monday through Friday, over 8 hours or after 4:00 pm..... 1.5 x hourly rate
Saturdays - First 12 hours..... 1.5 x hourly rate
Monday through Saturday, over 12 hours; Sundays and Holidays..... 2.0 x hourly rate

If these rates are based on prevailing wage and if it is deemed by the Department of Industrial Relations that the rates should increase in a double asterisk year, Caltech labs will be increasing the rate by the increase made in the year. Portal to Portal travel time will apply for Engineers, Site Supervisors, Soil Technicians and Technicians at the contracted billing rate. Portal to Portal is recognized as Caltech-labs, Inc. Office to work site and return to office. For every forty (40) hours of inspection services performed, one (1) hour of Professional Engineer time and one (1) hour of Project Manager time will be billed. These hours account for required technical oversight, coordination, review of inspection activities and reports. An Administrative fee of 5% shall be added to the total amount of each invoice.

This will be a T&M based contract.

This proposal is a good faith estimate of project inspection and testing costs. Actual billing will depend on the actual construction schedule and re-testing requirements.

This quote is valid for 90 days from date on letter.

APPROVAL FOR WORK TO BE PERFORMED:

Should this scope of work, as described, meet with your approval, you may authorize the work to proceed by signing a copy of this proposal and returning it to our office. Should you believe that a modified scope of work may better meet your current needs, please contact our office.

_____ _____

Company Name Title

_____ _____

Authorization Signature Date

_____

Printed Name

STANDARD TERMS & CONDITIONS

1. SCOPE OF AGREEMENT: Caltech Lab's written proposal along with these Terms and Conditions contain the entire agreement ("Agreement") between CALTECH LABS and its client ("Client') relating to the project and the services provided by CALTECH LABS for the project. Client may negotiate the modification or elimination of any of these Terms and Conditions with CALTECH LABS prior to signing the Agreement. By signing the Agreement and/or agreeing to receive CALTECH LABS's services as described in the proposal, Client agrees to be bound by these Standard Terms and Conditions. Client agrees that it has been provided a copy of, read, and agrees to these Standard Terms and Conditions. Any prior discussions, negotiations, or representations not expressly set forth in the written proposal and these Terms and Conditions are not part of the agreement. CALTECH LABS requires that all modifications to the scope of the proposal and these Standard Terms and Conditions be in writing and signed by both CALTECH LABS and Client. CALTECH LABS's lack of enforcement of any term, condition, or covenant shall not constitute a waiver of any such unenforced term, condition, or covenant, or CALTECH LABS's right to insist upon future strict compliance with these Standard Terms and Conditions. If any term, condition, or covenant of these Standard Terms and Conditions is held to be invalid, void, or unenforceable, the remaining provisions of these Standard Terms and Conditions shall be valid and binding.

2. PAYMENT TERMS: CALTECH LABS shall submit monthly invoices for the work performed on the project to Client, and said invoices shall be due and payable upon receipt. No retention shall be held by Client. Client agrees that failure to timely pay these invoices is a material breach of the agreement. Client agrees that upon its failure to timely pay CALTECH LABS invoices, CALTECH LABS may suspend its work pending payment, and may elect to terminate without penalty the contract under which Client did not timely tender payment for services rendered. Client agrees that the periodic invoices are presumed to be correct, conclusive, and binding on Client unless Client notifies CALTECH LABS in writing of alleged inaccuracies, discrepancies, or errors in the billing within ten (10) days after receipt of such invoices. Client agrees to pay a late charge of 1-1/2% per month on the unpaid balance commencing thirty (30) days after receipt of an invoice. In the event of any increase in the hourly rates charged for its testing, inspection, or engineering services specified by this agreement, CALTECH LABS shall provide 30 days advance notice to Client of any such increase. Client shall have two (2) weeks in which to object to the increase, and any failure to timely object shall constitute an acceptance of the increase.

3. CHANGES IN SCOPE OF WORK: Client agrees that if it requests incidental or additional services not specified by the written proposal, it will pay CALTECH LABS for such services based upon CALTECH LABS's customary hourly or unit price rates for said testing, inspection, and engineering. In the event that changes are made to the plans and specifications for the project or Client modifies or alters the scope of its work, CALTECH LABS shall be entitled to additional compensation to the extent that the change increases CALTECH LABS's testing, inspection, or engineering services, or the duration of CALTECH LABS's performance.

4. TIME: Client agrees that time is of the essence in connection with CALTECH LABS's services, and that an extension or delay to CALTECH LABS's performance duration shall result in increased costs to CALTECH LABS. Client further agrees that any CALTECH LABS extended performance duration or delay beyond that specified by the written proposal, and if none is specified by the proposal, by the initial approved construction schedule, shall justify additional compensation to CALTECH LABS. Said additional compensation shall be based upon CALTECH LABS's customary hourly, daily, or monthly rates or unit prices for its testing, inspection, and/or engineering services.

5. PROJECT DELAY: CALTECH LABS is not responsible for project delay or damages resulting therefrom caused in whole or part by the activities of Client, contractor, or its subcontractors, or governmental agencies, or by factors beyond CALTECH LABS's reasonable control, including but not limited to, delays caused by reason of strikes, accidents, acts of God, weather, or failure of Client to furnish timely information or approval of CALTECH LABS's work. CALTECH LABS shall not be responsible for any delays caused by the actions and/or omissions of governmental agencies including but not limited to the processing of building permits or Environmental Impact Reports. CALTECH LABS shall only act as an advisor to its Client on any governmental relations or approvals.

6. OWNERSHIP OF WORK-PRODUCT: All documents, papers, drawings, testing data, or other work-product prepared by CALTECH LABS, and copies thereof, shall remain the property of CALTECH LABS and may not be used by Client or other third parties without CALTECH LABS's express written consent. In the event that Client fails to pay CALTECH LABS for the services rendered, Client agrees to return all documents, papers, drawings, testing data, or other work-product prepared by CALTECH LABS and not to use, lend, or otherwise authorize the use of said documents without CALTECH LABS's written consent.

7. MUTUAL COOPERATION: CALTECH LABS and Client agree to cooperate with each other in every way necessary in order to effectuate the intent of this Agreement. Client shall make available to CALTECH LABS all information regarding existing and proposed conditions at the site, including but not limited to plot plans, topographic surveys, hydrographic data, and soil data including borings, field and laboratory tests, and written reports. Client shall provide and/or ensure that free access is provided to the site for all necessary equipment and personnel.

8. WARRANTY: CALTECH LABS warrants that it and its professionals are properly licensed to perform the services rendered. Client understands and agrees that CALTECH LABS does not guarantee the completion, quality of work performed by others on the project, or that the construction work complies with the specifications, plans or building codes. CALTECH LABS makes no warranty, either express or implied, to its findings, recommendations, testing or engineering results, or professional advice except that its testing, inspection, and/or engineering work was performed pursuant to generally accepted engineering standards within the industry in effect at the time of performance and within the geographic location in which the work was performed. CALTECH LABS makes no representations concerning the nature of any subsurface soil condition unless specifically provided in writing.

9. EXCLUSION OF IMPLIED WARRANTIES. There are NO IMPLIED WARRANTIES OF MERCHANTABILITY and NO WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE included with any products or materials incorporated into and/or utilized in connection with work performed by CALTECH LABS. CALTECH LABS expressly disclaims all IMPLIED WARRANTIES OF MERCANTABILITY and WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE.

10. USE OF FINALIZED/APPROVED DOCUMENTS: Client agrees not to use or permit the use by any other entity, any plans, drawings, or other construction documents prepared by CALTECH LABS which are not signed by CALTECH LABS or finalized. Client agrees to be liable and responsible for any such unauthorized use of unsigned plans, documents, or other construction documents not signed by CALTECH LABS and waives all rights and claims against CALTECH LABS for their unauthorized use.

11. NO FIELD DIRECTION: Client understands that CALTECH LABS's field personnel provide technical assistance to Client at the project site, and that CALTECH LABS will not perform construction supervision, construction management, or otherwise direct or oversee construction or the work. Client shall inform all contractors and subcontractors that CALTECH LABS is providing technical assistance and is not directing the work.

12. SAFETY: Client agrees that in accordance with the generally accepted industry standards and practices, the construction contractor will assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property, that this responsibility shall apply continuously and not limited to normal work hours, and that Client agrees to defend, indemnify, and hold CALTECH LABS harmless from any and all liability, loss, or damage, real or alleged, in connection with accidents or injury on this project except to the extent caused by the sole negligence or willful misconduct of CALTECH LABS.

13. PROFESSIONAL LIABILITY: CALTECH LABS agrees to perform its testing, inspection, and/or engineering services in accordance with the written proposal, these Standard Terms and Conditions, and the custom and practice in the industry in place at the time the services were rendered, and in the geographic local in which the work was performed. Client understands and agrees that CALTECH LABS performs testing and inspection services upon request by Client, and that unless Client specifically notifies CALTECH LABS that particular testing and inspection is required, CALTECH LABS assumes no responsibility to insure that any particular testing or inspection services are needed or performed. Client agrees to limit CALTECH LABS's liability to Client and to all contractors and subcontractors on the project, in total, due to alleged professional negligence, CALTECH LABS's acts, errors, or omissions, and breaches of contract, to the sum of Ten Thousand Dollars ($10,000) or CALTECH LABS's total invoiced and paid fee on the project, whichever is greater. 14. CHOICE OF LAW/VENUE/DISPUTES: The Agreement between CALTECH LABS and its Client shall be governed by and construed in accordance with the laws of the State of California. CALTECH LABS and Client agree that any such action arising out of the services provided by CALTECH LABS shall be brought in the Superior Court of the State of California, County of Orange.

Imperial Valley Healthcare District

BOARD MEETING DATE:

SUBJECT: Special Inspection and Material Testing Services

BACKGROUND: Caltech Labs, Inc. shall conduct construction testing and inspection services for the Administration Wing.

KEY ISSUES:

CONTRACT VALUE: $59,934.00

CONTRACT TERM: Schedule will be coordinated with Imperial Valley Healthcare District, design consultants, and subcontractors during preconstruction prior to issuance of the baseline project schedule.

BUDGETED: Required seismic upgrade

BUDGET CLASSIFICATION:

RESPONSIBLE ADMINISTRATOR: Carly Zamora, Interim CEO

DATE SUBMITTED TO LEGAL: _____ **REVIEWED BY LEGAL:** ☐ Yes ☐ No

FIRST OR SECOND SUBMITTAL: ☐ 1st ☐ 2nd

September 23, 2026

Joseph Nowell
Construction Supervisor

Subject: Proposal for Material Testing and Special Inspection Services – Pioneers Memorial Healthcare District: Material Testing Scope for Administration Wing BLDG 2 (BLD-00767) HCAI #S260022-13-00

Dear Mr. Nowell,

Caltech Labs, Inc. is pleased to submit this proposal to provide Material Testing and Special Inspection services for the above-referenced project. With extensive experience and a proven track record in delivering precise, timely, and reliable services, our dedicated team ensures each project meets the highest standards of quality, compliance, and efficiency.

Our commitment to accuracy and responsiveness is central to our operations. We prioritize clear communication and collaboration with project teams, ensuring alignment with project goals and adherence to applicable codes and standards. Our team of multi-certified inspectors leverage their expertise to support seamless project execution at every project phase.

This proposal has been prepared based on the information provided:

- Plans stamped and approved by HCAI on 3/5/26

Thank you for considering Caltech Labs, Inc., we appreciate this opportunity and look forward to the potential of working together. Should you have any questions or require further information, please contact me directly at (714) 255-2900 or via email at Jessy@caltech-labs.com.

Respectfully,

CALTECH LABS, INC.

Jessy Pelayo
Project Manager

Breakdown:

PROJECT- BREAKDOWN

Service	Qty	Rate	Total
Concrete Testing and Inspection Services			
Concrete Core Compression with Modulus of Elasticity, each	6	$155	$930.00
Concrete Core Split Tensile, each	6	$135	$810.00
Non-Shrink Grout Inspection, per hour	88	$130	$11,440.00
Non-Shrink Grout Compression Test, each	12	$35	$420.00
Rebar Bend Test-#7 Bar and Under, each	3	$60	$180.00
Rebar Tensile Test-#7 Bar and Under, each	3	$60	$180.00
Torque Testing Technician (includes Torque Equipment), per hour	8	$115	$920.00
Sample & Tag Rebar, per hour	8	$130	$1,040.00
		SUB-TOTAL:	**$15,920.00**
Steel Testing and Inspection Services			
Carbon Equivalency, each	6	$350	$2,100.00
Chemical Analysis of Steel, each	6	$350	$2,100.00
Modulous of Elasticity of Steel, each	6	$200	$1,200.00
Fireproofing Inspection, per hour	8	$130	$1,040.00
Fireproofing Density, each	1	$50	$50.00
Fireproofing Adhesion/Cohesion Test, each	1	$50	$50.00
		SUB-TOTAL:	**$5,400.00**
Professional Services			
Registered Professional Engineer, per hour	14	$185	$2,590.00
Senior Lab & Field Staff, per hour	96	$130	$12,480.00
Project Manager, per hour	8	$105	$840.00
Grout Mix Design	1	$150	$150.00
Out of Area Trip, each	25	$450.00	$11,250.00
Final MTCAP Report, each	1	$4,500	$4,500.00
		SUB-TOTAL:	**$31,810.00**
Equipment Charges			
Truck Charge (Inspections Only), per day	25	$60	$1,500.00
Non-Shrink Grout Cube Mold, per day	14	$50	$700.00
Nuclear Densometer Soil Gauge, per day	2	$35	$70.00
Sample Pick-up (2 hr Minimum)	28	$60	$1,680.00
		SUB-TOTAL:	**$3,950.00**
5% Administrative Fee		**SUB-TOTAL:**	**$2,854.00**
ESTIMATED GRAND TOTAL:			**$59,934.00**

General Conditions:

Field Technician Minimums	
Regular Hours: Monday through Friday, 6:30 am to 4:00 pm.	
Show Up Time, No Work Performed	2 hour minimum charge
Field Services	4 and 8 hour minimum charge
Field Engineer Supervision	1 hour a week minimum charge
Overtime	
Monday through Friday, over 8 hours or after 4:00 pm	1.5 x hourly rate
Saturdays - First 12 hours	1.5 x hourly rate
Monday through Saturday, over 12 hours; Sundays and Holidays	2.0 x hourly rate

If these rates are based on prevailing wage and if it is deemed by the Department of Industrial Relations that the rates should increase in a double asterisk year, Caltech labs will be increasing the rate by the increase made in the year. Portal to Portal travel time will apply for Engineers, Site Supervisors, Soil Technicians and Technicians at the contracted billing rate. Portal to Portal is recognized as Caltech-labs, Inc. Office to work site and return to office. For every forty (40) hours of inspection services performed, one (1) hour of Professional Engineer time and one (1) hour of Project Manager time will be billed. These hours account for required technical oversight, coordination, review of inspection activities and reports. An Administrative fee of 5% shall be added to the total amount of each invoice.

This will be a T&M based contract.

This proposal is a good faith estimate of project inspection and testing costs. Actual billing will depend on the actual construction schedule and re-testing requirements.

This quote is valid for 90 days from date on letter.

APPROVAL FOR WORK TO BE PERFORMED:

Should this scope of work, as described, meet with your approval, you may authorize the work to proceed by signing a copy of this proposal and returning it to our office. Should you believe that a modified scope of work may better meet your current needs, please contact our office.

_____ Company Name

_____ Title

_____ Authorization Signature

_____ Date

_____ Printed Name

STANDARD TERMS & CONDITIONS

1. SCOPE OF AGREEMENT: Caltech Lab's written proposal along with these Terms and Conditions contain the entire agreement ("Agreement") between CALTECH LABS and its client ("Client') relating to the project and the services provided by CALTECH LABS for the project. Client may negotiate the modification or elimination of any of these Terms and Conditions with CALTECH LABS prior to signing the Agreement. By signing the Agreement and/or agreeing to receive CALTECH LABS's services as described in the proposal, Client agrees to be bound by these Standard Terms and Conditions. Client agrees that it has been provided a copy of, read, and agrees to these Standard Terms and Conditions. Any prior discussions, negotiations, or representations not expressly set forth in the written proposal and these Terms and Conditions are not part of the agreement. CALTECH LABS requires that all modifications to the scope of the proposal and these Standard Terms and Conditions be in writing and signed by both CALTECH LABS and Client. CALTECH LABS's lack of enforcement of any term, condition, or covenant shall not constitute a waiver of any such unenforced term, condition, or covenant, or CALTECH LABS's right to insist upon future strict compliance with these Standard Terms and Conditions. If any term, condition, or covenant of these Standard Terms and Conditions is held to be invalid, void, or unenforceable, the remaining provisions of these Standard Terms and Conditions shall be valid and binding.

2. PAYMENT TERMS: CALTECH LABS shall submit monthly invoices for the work performed on the project to Client, and said invoices shall be due and payable upon receipt. No retention shall be held by Client. Client agrees that failure to timely pay these invoices is a material breach of the agreement. Client agrees that upon its failure to timely pay CALTECH LABS invoices, CALTECH LABS may suspend its work pending payment, and may elect to terminate without penalty the contract under which Client did not timely tender payment for services rendered. Client agrees that the periodic invoices are presumed to be correct, conclusive, and binding on Client unless Client notifies CALTECH LABS in writing of alleged inaccuracies, discrepancies, or errors in the billing within ten (10) days after receipt of such invoices. Client agrees to pay a late charge of 1-1/2% per month on the unpaid balance commencing thirty (30) days after receipt of an invoice. In the event of any increase in the hourly rates charged for its testing, inspection, or engineering services specified by this agreement, CALTECH LABS shall provide 30 days advance notice to Client of any such increase. Client shall have two (2) weeks in which to object to the increase, and any failure to timely object shall constitute an acceptance of the increase.

3. CHANGES IN SCOPE OF WORK: Client agrees that if it requests incidental or additional services not specified by the written proposal, it will pay CALTECH LABS for such services based upon CALTECH LABS's customary hourly or unit price rates for said testing, inspection, and engineering. In the event that changes are made to the plans and specifications for the project or Client modifies or alters the scope of its work, CALTECH LABS shall be entitled to additional compensation to the extent that the change increases CALTECH LABS's testing, inspection, or engineering services, or the duration of CALTECH LABS's performance.

4. TIME: Client agrees that time is of the essence in connection with CALTECH LABS's services, and that an extension or delay to CALTECH LABS's performance duration shall result in increased costs to CALTECH LABS. Client further agrees that any CALTECH LABS extended performance duration or delay beyond that specified by the written proposal, and if none is specified by the proposal, by the initial approved construction schedule, shall justify additional compensation to CALTECH LABS. Said additional compensation shall be based upon CALTECH LABS's customary hourly, daily, or monthly rates or unit prices for its testing, inspection, and/or engineering services.

5. PROJECT DELAY: CALTECH LABS is not responsible for project delay or damages resulting therefrom caused in whole or part by the activities of Client, contractor, or its subcontractors, or governmental agencies, or by factors beyond CALTECH LABS's reasonable control, including but not limited to, delays caused by reason of strikes, accidents, acts of God, weather, or failure of Client to furnish timely information or approval of CALTECH LABS's work. CALTECH LABS shall not be responsible for any delays caused by the actions and/or omissions of governmental agencies including but not limited to the processing of building permits or Environmental Impact Reports. CALTECH LABS shall only act as an advisor to its Client on any governmental relations or approvals.

6. OWNERSHIP OF WORK-PRODUCT: All documents, papers, drawings, testing data, or other work-product prepared by CALTECH LABS, and copies thereof, shall remain the property of CALTECH LABS and may not be used by Client or other third parties without CALTECH LABS's express written consent. In the event that Client fails to pay CALTECH LABS for the services rendered, Client agrees to return all documents, papers, drawings, testing data, or other work-product prepared by CALTECH LABS and not to use, lend, or otherwise authorize the use of said documents without CALTECH LABS's written consent.

7. MUTUAL COOPERATION: CALTECH LABS and Client agree to cooperate with each other in every way necessary in order to effectuate the intent of this Agreement. Client shall make available to CALTECH LABS all information regarding existing and proposed conditions at the site, including but not limited to plot plans, topographic surveys, hydrographic data, and soil data including borings, field and laboratory tests, and written reports. Client shall provide and/or ensure that free access is provided to the site for all necessary equipment and personnel.

8. WARRANTY: CALTECH LABS warrants that it and its professionals are properly licensed to perform the services rendered. Client understands and agrees that CALTECH LABS does not guarantee the completion, quality of work performed by others on the project, or that the construction work complies with the specifications, plans or building codes. CALTECH LABS makes no warranty, either express or implied, to its findings, recommendations, testing or engineering results, or professional advice except that its testing, inspection, and/or engineering work was performed pursuant to generally accepted engineering standards within the industry in effect at the time of performance and within the geographic location in which the work was performed. CALTECH LABS makes no representations concerning the nature of any subsurface soil condition unless specifically provided in writing.

9. EXCLUSION OF IMPLIED WARRANTIES. There are NO IMPLIED WARRANTIES OF MERCHANTABILITY and NO WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE included with any products or materials incorporated into and/or utilized in connection with work performed by CALTECH LABS. CALTECH LABS expressly disclaims all IMPLIED WARRANTIES OF MERCANTABILITY and WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE.

10. USE OF FINALIZED/APPROVED DOCUMENTS: Client agrees not to use or permit the use by any other entity, any plans, drawings, or other construction documents prepared by CALTECH LABS which are not signed by CALTECH LABS or finalized. Client agrees to be liable and responsible for any such unauthorized use of unsigned plans, documents, or other construction documents not signed by CALTECH LABS and waives all rights and claims against CALTECH LABS for their unauthorized use.

11. NO FIELD DIRECTION: Client understands that CALTECH LABS's field personnel provide technical assistance to Client at the project site, and that CALTECH LABS will not perform construction supervision, construction management, or otherwise direct or oversee construction or the work. Client shall inform all contractors and subcontractors that CALTECH LABS is providing technical assistance and is not directing the work.

12. SAFETY: Client agrees that in accordance with the generally accepted industry standards and practices, the construction contractor will assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property, that this responsibility shall apply continuously and not limited to normal work hours, and that Client agrees to defend, indemnify, and hold CALTECH LABS harmless from any and all liability, loss, or damage, real or alleged, in connection with accidents or injury on this project except to the extent caused by the sole negligence or willful misconduct of CALTECH LABS.

13. PROFESSIONAL LIABILITY: CALTECH LABS agrees to perform its testing, inspection, and/or engineering services in accordance with the written proposal, these Standard Terms and Conditions, and the custom and practice in the industry in place at the time the services were rendered, and in the geographic local in which the work was performed. Client understands and agrees that CALTECH LABS performs testing and inspection services upon request by Client, and that unless Client specifically notifies CALTECH LABS that particular testing and inspection is required, CALTECH LABS assumes no responsibility to insure that any particular testing or inspection services are needed or performed. Client agrees to limit CALTECH LABS's liability to Client and to all contractors and subcontractors on the project, in total, due to alleged professional negligence, CALTECH LABS's acts, errors, or omissions, and breaches of contract, to the sum of Ten Thousand Dollars ($10,000) or CALTECH LABS's total invoiced and paid fee on the project, whichever is greater. 14. CHOICE OF LAW/VENUE/DISPUTES: The Agreement between CALTECH LABS and its Client shall be governed by and construed in accordance with the laws of the State of California. CALTECH LABS and Client agree that any such action arising out of the services provided by CALTECH LABS shall be brought in the Superior Court of the State of California, County of Orange.

Imperial Valley Healthcare District

BOARD MEETING DATE:

SUBJECT: Special Inspection and Material Testing Services

BACKGROUND: Atlas Technical Consultants shall conduct construction testing and inspection services for the Original Hospital Building.

KEY ISSUES:

CONTRACT VALUE: $84,115.00

CONTRACT TERM: Schedule will be coordinated with Imperial Valley Healthcare District, design consultants, and subcontractors during preconstruction prior to issuance of the baseline project schedule.

BUDGETED: Required seismic upgrade

BUDGET CLASSIFICATION:

RESPONSIBLE ADMINISTRATOR: Carly Zamora, Interim CEO

DATE SUBMITTED TO LEGAL: _____ **REVIEWED BY LEGAL:** ☐ Yes ☐ No

FIRST OR SECOND SUBMITTAL: ☐ 1st ☐ 2nd

9085 Aero Drive, Suite B
San Diego, CA 92123
(877) 215-4321 | oneatlas.com

October 8, 2026
Proposal No. 26695R2

MR. JOSEPH NOWELL
EL CENTRO REGIONAL MEDICAL CENTER
1415 ROSS AVE.
EL CENTRO CA 92243

SUBJECT: Proposal for Construction Testing and Inspection Services
Pioneers Memorial Healthcare District, Original Hospital Building, Bldg 01A (BLD-00765), Materials Testing and Condition Assessment Program (MTCAP) Project
207 W Legion Rd
Brawley, California 92227
HCAI #S251405-13-00

Dear Mr. Nowell,

In accordance with your request, Atlas Technical Consultants LLC (Atlas) is pleased to submit this proposal to address the requirements for special inspection and materials testing as indicated in the project documents. Special inspection required will consist of cast-in-place reinforced concrete.

SCOPE OF WORK

Special Inspection and Materials Testing Services

Atlas' proposed scope of work for special inspection and materials testing will consist of:

- Reinforcing Steel
  - Inspect periodically during placement of steel/tendons, and before placement of concrete
- Reinforced Concrete
  - Inspect continuously concrete/shotcrete during the placement
  - Fabricate, transport, and test concrete during the placement for slump, temperature, and compressive strength at the rate of one set of five concrete test cylinders per 150 cubic yards, 5,000 square-feet, or for each day's placement
- Prepare Verified Report at the completion of the project

We will provide daily inspection reports describing the work inspected and stating compliance or non-compliance with the project documents. Atlas daily field reports will be sent to the requested

recipients electronically daily. We will provide supervision of our project personnel by our project manager. The project manager will review reports and test results, attend site meetings as requested, and review billing. Additionally, the project manager will act as a point of contact and will be available to answer questions that may arise.

FEE

Our budget estimate for services is based on our review of the project documents and past experience on similar projects.

We propose to provide our services on a time and materials basis according to the Schedule of Fees included in this budget estimate.

Based on the above scope, we estimate our fees to be approximately **$84,115**. A cost table presenting a breakdown of our estimate has been provided in this budget estimate.

Notes:

(1) Recognizing that our services are directly dependent upon the performance of others, we will invoice for services rendered at the specified unit rates for the quantities shown on the attached budget estimate. Unforeseen conditions, unfavorable weather, and other unanticipated conditions may affect the actual duration of the work. Services in addition to those described in this budget estimate may be requested by or on behalf of the client and will be invoiced on a time and materials basis at the unit rates outlined in this document.

(2) The unit costs shown are based upon work taking place between the hours of 0600 and 1700; Monday through Friday, excluding nationally recognized holidays. Work performed on a Saturday or more than 8 hours on a given day will be invoiced at 1.5 times the standard rate. Work performed on Sunday or nationally recognized holidays will be invoiced at 2 times the standard rate. Unscheduled cancellations will be invoiced a minimum of 2 hours. All other terms and conditions shall be per our standard Schedule of Fees.

DEFINITION OF RESPONSIBILITY

The presence of our field representative will be for the purpose of observing the construction and reporting its general compliance with the approved plans and the applicable building codes. Our work does not include the supervision or direction of the contractor's work, their employees, or their agents. The contractor is responsible for their services, and neither the presence of our field personnel nor the observation and testing by this firm should excuse the contractor in any way for defects in their work. It should further be understood that we are not responsible for site safety. During the course of a subsurface investigation, heavy equipment may disrupt the site.

AUTHORIZATION

This budget estimate will be valid for 90 days. If this budget estimate meets with your approval, please authorize our services by signing the attached Client Services Agreement and returning it to our office. We will, in turn, send you a fully executed original for your records.

Atlas appreciates this opportunity to provide our professional services and is most interested in becoming a member of your consultant team. Atlas has considerable experience in successfully providing these services and we are confident that we can provide them in a timely and cost-effective manner. Should you have any questions regarding this budget estimate, or if we may be of further service, please contact the undersigned.

Respectfully submitted,
ATLAS TECHNICAL CONSULTANTS LLC

Aklilu Estifanos, PE, MSI
Project Manager / Estimator
Aklilu.Estifanos@oneatlas.com

Daniel Ferguson
CMT Project Manager 3
Daniel.Ferguson@oneatlas.com

AE:DF:jm

Attachments: Budget Estimate Summary
2023 Schedule of Fees
Professional Services Agreement

Distribution: joseph.nowell@ecrmc.org

Project: Pioneers Memorial Healthcare District, Original Hospital Building, Bldg 01A (BLD-00765), Materials Testing and Condition Assessment Program (MTCAP) - El Centro Regional Medical Center/Imperial Valley Healthcare District

Atlas Proposal No. 26695R

Client: El Centro Regional Medical Center

October 8th 2026

Budget Summary/Cost Estimate Table

Non- Prevailing Wage Rates

BUDGET ESTIMATE SUMMARY
CONSTRUCTION TESTING SERVICES

	Estimated Hours/Unit		Rate/Unit		Total Cost
SPECIAL INSPECTOR/FIELD SERVICES					**$39,070.00**
Concrete					
Material Sample Pick Ups	196 hours	@	$100.00	/hour	$19,600.00
Special Inspection	68 hours	@	$95.00	/hour	$6,460.00
Miscellaneous Items					
Travel Time	68 hours	@	$95.00	/hour	$6,460.00
Vehicle	58 days	@	$100.00	/day	$5,800.00
Air Meter	15 days	@	$50.00	/day	$750.00
PROJECT MANAGEMENT					**$2,660.00**
Project Manager	12 hours	@	$190.00	/hour	$2,280.00
Administrative Assistant	4 hours	@	$95.00	/hour	$380.00
ANALYSIS AND REPORT PREPARATION					**$1,720.00**
Senior Professional -Lab. Report	5 hours	@	$215.00	/hour	$1,075.00
Senior Professional - Final Report	3 hours	@	$215.00	/hour	$645.00
MATERIALS LAB TESTING					**$40,665.00**
Concrete Core Compressive Strength	21 tests	@	$75.00	/test	$1,575.00
Unit Weight, Hardened Concrete	21 tests	@	$70.00	/test	$1,470.00
Concrete Modulus of Elasticity	21 tests	@	$320.00	/test	$6,720.00
Reinforcing Steel Physical Characteristics (Tensile Strength, Modulus of Elasticity, Elongation, Deformation, Etc.)	12 tests	@	$475.00	/test	$5,700.00
Reinforcing Steel Chemical Composition and Carbon Equivalent	12 tests	@	$700.00	/test	$8,400.00
Grout Patch Compressive Strength	63 tests	@	$35.00	/test	$2,205.00
Concrete Cylinder Compression (Cal 521, ASTM C39)	85 tests	@	$35.00	/test	$2,975.00
Tensile Strength & Bend Test Reinforcing Steel (ASTM A615/A706) (Patch Rebar)	12 tests	@	$155.00	/test	$1,860.00
Wire Mesh Chemical Composition	8 tests	@	$700.00	/test	$5,600.00
Wire Mesh (Tensile Strength, Modulus of Elasticity, Elongation,Deformation, Etc.)	8 tests	@	$295.00	/test	$2,360.00
Wire Mesh Tensile Strength	8 tests	@	$225.00	/test	$1,800.00
TOTAL FOR CONSTRUCTION TESTING SERVICES					**$84,115.00**

ASSUMPTIONS - GENERAL

1 A construction schedule was not available for this estimate.
2 Plans were available for this estimate.
3 Assumes an 8-hour day at 5 days per week.
4 No weekend work is scheduled.
5 The client will be invoiced in 4 and 8 hour increments.
6 The hourly rate reflects an anticipated start date of 2026.
7 All field services will be charged portal to portal.Travel time is subject to overtime.
8 All work performed outside our scope of service will be invoiced per Atlas 2025 Schedule of Fees.
9 Assumes conditional assessment will be performed by other than Atlas.
All field services will be charged portal to portal.

SOUTHERN CALIFORNIA SCHEDULE OF FEES

Effective January 1, 2025

PROFESSIONAL SERVICES

Professional (Engineering, Geology, Geophysics, Environment, Envelope Services)	
Director/Principal Professional	$250
Senior Professional	215
Project Professional	190
Staff Professional	160
Drafter Level II	120
Drafter Level I	110
Project Management	
Senior Project Manager	$210
Project Manager	190
Administrative Assistant	95
Field Services (Geotechnical Inspection)	
Field Supervisor	$190
LA Certified Grading Inspector	180
Field Technician	90
Laboratory Technician	100
Special Inspector	95
Building Inspector	110
Fire Stop Inspector	110
Multi-Carded Special Inspector	115
NDT Inspector (UT, MT, DT, VT)	120
Coring	160
Field Services (SUE Level B Utility Evaluations)	
Line Tracer, Electromagnetics, Magnetics	
Hourly Rate	$165
Mob/Demob	330
Letter Report	340
Map (per day of field work)	350
Additional Travel Time (2-hours outside San Diego)	165
Field Services (Potholing – 3-4 holes/day)	
Full Day Vacuum Utilivac (Backfill materials not included)	$1,500
Hourly Rate	165
Mob/Demob	330
Additional Travel Time (2-hours outside San Diego)	165
Field Services (Rebar Locating)	
Ground Penetrating Radar: Full Day (one person crew)	$1,390
Hourly Rate (A Mob/Demob charge of $190 applies to projects billed on hourly rates)	150
Letter Report	340
Map (per day of field work)	395
Ground Penetrating Radar: Full Day (two person crew)	2,530
Hourly Rate (A Mob/Demob charge of $325 applies to projects billed on hourly rates)	275
Letter Report	340
Map (per day of field work)	395
Field Services (Geophysical Data Acquisition)	
UST, Landfill, Oil Well, Void, Pile Integrity Testing	
Full Day	$3,000
Hourly Rate (A Mob/Demob charge of $400 applies to projects billed on hourly rates)	325
Field Services (Advanced Geophysical Studies)	
Seismic, Sting ERT, Resistivity, Groundwater, UXO/MEC	
Full Day	$3,600
Hourly Rate (A Mob/Demob charge of $600 applies to projects billed on hourly rates)	375
Field Services (Seismic ReMi)	
One Line	$1,815
Each Additional Line	360
For Pavement/Requires Drilling	310
Field Services (Vibration Monitoring)	
Mobilization	$1,170
Equipment (Daily)	235
Daily Analysis & Reporting (Daily)	95
Final Report Preparation	830
Manned Vibration Monitoring	Quote

Travel and Miscellaneous

Pick Up	$100/hour
Vehicle/Truck	100/day
Nuclear Gauge	50/day
Torque Wrench	50/day
Pull Testing	75/day
Air Meter	50/day
NDT Equipment	60/day
Coring Equipment	95/day
Travel Time Hourly Rate (or $135/hour beyond 1 hour from San Diego for Geophysical Crews)	
Overtime and Saturday Rate	1.5 x Regular Hourly Rate
Sunday and Nationally Recognized Holiday Rate (including the day after Thanksgiving)	2 x Regular Hourly Rate
Rush Surcharge	Normal Rate plus 50%
Per Diem (variable, depending on location)	Quote
Specialty Equipment Surcharge	Quote

LABORATORY TESTS

Soil and Aggregate

California Bearing Ratio (ASTM D854)	$515
California Impact (Cal 216)	255
Clay Lumps in Aggregate (ASTM C142)	185
Cleanness Value (Cal 227)	245
Compressive Strength of Rock Core (ASTM D7012)	320
Consolidation (ASTM D2435)	245
Corrosivity Testing (Soluble Chlorides and Sulfates, pH and Resistivity)	230
Crushed Particles (Cal 205, ASTM D5821)	185
Direct Shear (ASTM D3080)	320
Durability Factor (Cal 229, ASTM D3744)	120
Durability Index (Cal 229, ASTM D3744)	275
Expansion Index (ASTM D4829)	220
Fine Aggregate Angularity (AASHTO T304)	245
Fineness Modulus (ASTM C136)	35
Flat & Elongated Pieces (ASTM D4791)	215
Light Weight Pieces (ASTM C123)	215
Liquid Limit (Cal 204, ASTM D4318)	95
Los Angeles Abrasion (Cal 211, ASTM C131)	275
Maximum Density Check Point (ASTM D698/D1557)	110
Maximum Density/Optimum Moisture – 4 inch (ASTM D698, D1557)	245
Maximum Density/Optimum Moisture – 6 inch (ASTM D698, D1557)	270
Minimum Density (ASTM D1556)	95
Moisture Content (Cal 226, ASTM C566, ASTM D2216)	45
Natural Density Chunk Sample (ASTM D2937)	55
Natural Moisture/Density Ring or Core Sample (ASTM D2937)	50
One-Dimensional Swell or Collapse of Soils – per point (ASTM D4546)	235
Organic Impurities (Cal 213, ASTM C40)	115
Organic Matter (ASTM D2974)	95
Percent Finer than #200 (ASTM C117, ASTM D1140)	90
Permeability Remold Sample (ASTM D2434)	245
Permeability Remold Sample (ASTM D5084)	Quote
Permeability Undisturbed Sample (ASTM D5084)	Quote
Petrographic Analysis (Cal 215, ASTM C295)	Quote
pH & Resistivity (Cal 643, ASTM G51)	155
Plasticity Index (Cal 204, ASTM 4318)	160
Potential Reactivity (ASTM C289)	270
Residual Shear (ASTM D6467)	545
Rock Correction (ASTM D4718)	35
R-Value (Cal 301, ASTM D2844)	340
Sand Castle Test (USACE)	240
Sand Equivalent (Cal 217, ASTM D2419)	110
Sieve Analysis (ASTM C136, ASTM D6913, Cal 202)	135
Sieve Analysis with Hydrometer (Cal 203, ASTM D422)	245
Soil Cement Compression Strength (Cal 312, ASTM D1633)	65
Soil Cement Cylinder Fabrication (Cal 312, ASTM D1632)	125
Soil Cement Mixtures, Wetting and Drying (ASTM D559)	1,400

Soluble Chlorides (Cal 422)	80
Soluble Sulfate (Cal 417)	80
Soundness 5 Cycles (Cal 214, ASTM C88)	460
Specific Gravity Coarse Aggregate (Cal 206, ASTM C127)	145
Specific Gravity Fine Aggregate (Cal 207, ASTM C128)	145
Thermal Resistivity of Soils (remolded sample) (IEEE 422)	1,285
Triaxial Shear Consolidated – Undrained (ASTM D4767)	Quote
Triaxial Shear Unconsolidated – Undrained (ASTM D2850)	Quote
Triaxial Staged Consolidated – Undrained (ASTM D4767)	Quote
Triaxial Staged Unconsolidated – Undrained (ASTM D2850)	Quote
Unconfined Compression (ASTM D2166)	200
Unit Weight Aggregate (Cal 212, ASTM C29)	100

Asphalt Concrete

Asphalt Core Specific Gravity (Cal 308, ASTM D2726)	$85
Asphalt Core Specific Gravity Waxed (Cal 308, ASTM D1188)	105
Emulsion Content (CTM 382)	220
Film Stripping (Cal 302)	Quote
Gyratory Compacted Maximum Specific Gravity (AASHTO T312)	430
Hamburg Wheel Plant Produced HMA (AASHTO T324/Caltrans Section 39)	1,105
Hveem Maximum Bulk Specific Gravity (Cal 308)	370
Hveem & Stabilometer Value (Cal 366)	490
Ignition Oven Correction Factor (AASHTO T308)	310
Ignition Oven Degradation Factor (AASHTO T308)	310
Marshall Density Stability & Flow (ASTM D6927)	490
Marshall Density (ASTM D6926)	370
Moisture Content of Asphalt Mixtures Using Microwave (Cal 370)	65
Moisture Vapor Susceptibility (Cal 307)	Quote
Optimum Bitumen Content (AASHTO R35/Cal 367)	3,750
Percent Bitumen Asphaltic Concrete (Cal 382, ASTM D6307)	220
Residue by Evaporation (Cal 331)	220
Rice Maximum Theoretical Specific Gravity AC (Cal 309, ASTM D2041)	165
Sieve Analysis Extracted Aggregate (Cal 382, ASTM D5444)	115
Stability and Flow (ASTM D1559)	430
Stabilometer Value (Cal 366)	430
Tensile Strength Ratio Plant Produced HMA (AASHTO T283)	1,105
Wet Track Abrasion (ASTM D3910)	230

Concrete

2X2 Cube Compression	$35
Chloride Ion Testing (ASTM C1218)	270
Concrete Core Compression (ASTM C42)	75
Concrete Cylinder Compression (Cal 521, ASTM C39)	35
Flex Beam Modulus of Rupture (Cal 523, ASTM C78)	95
Modulus of Elasticity (Cal 522, ASTM C469)	320
Shotcrete Mockup Panel (ASTM C1140)	1,275
Shotcrete Panel, 3 Cores Compression (CBC)	360
Shrinkage Hardened Concrete (ASTM C157 Modified)	455
Split Tensile Concrete Cylinder (ASTM C496)	95
Time of Set (ASTM C403)	245
Trial Batch Fabrication (ASTM C192)	375
Unit Weight Hardened Concrete (ASTM C642)	70
Unit Weight Lightweight Concrete (ASTM C567)	90

Masonry

Absorption Block (ASTM C140)	$145
Compression Adobe	195
Compression Block Standard (ASTM C140)	185
Compression Brick (ASTM C67)	145
Efflorescence Block	215
Efflorescence Brick (ASTM C67)	215
Grout Prism Compression (ASTM C1019)	35
Masonry Core Compression (ASTM C42)	65
Masonry Core Shear (CBC 2105A.4)	120
Masonry Prism Compression (ASTM E447)	185
Modulus of Elasticity (Masonry Prism)	310
Mortar Bond Strength Pull Test (ASTM C482)	80
Mortar Cylinder Compression	35
Mortar Shear Strength (ANSI 118)	125

Relative Mortar Strength (Cal 515)	1,045
Shrinkage Masonry Block (ASTM C426)	310
Trial Grout Prisms (ASTM C942)	50
Water Retention and Air Content (ASTM C270)	675

Metal

Bolt Assembly Hardness Test	$95
Bolt Assembly Tensile & Proof Load Test	155
Chemical Analysis	840*
Modulus of Elasticity (Steel)	320
Post-Tension Tendon Tensile Testing	230
Tensile Strength & Bend Test Structural Steel (ASTM A370)	235
Tensile Strength & Bend Test Reinforcing Steel (ASTM A615/A706)	155
Tensile Strength #14 to #18 Bar (ASTM A615)	Quote
Tensile Strength Mechanical Splices #9 and Smaller (Cal 670)	Quote
Tensile Strength Mechanical Splices #10 to #14 (Cal 670)	Quote
Tensile Strength Mechanical Splices #18 (Cal 670)	Quote

Miscellaneous

Fireproofing Density Test (ASTM E605)	$100
Fiber Reinforced Polymer Tensile (ASTM D3039)	705
Material Preparation	105
Relative Humidity Test (ASTM F2170)	100/kit
Concrete Vapor Emission Kits (ASTM F1869)	90/kit
Miscellaneous Charges	Various
Default Expense	Various

TERMS AND CONDITIONS

All field services will be charged portal to portal with the following minimum charges:

1. The client will be invoiced only for the hours actually worked in 4 and 8 hour increments.
2. A 2-hour show-up charge will be applied to any service canceled the same day of service.
3. Work in excess of 8 hours up to 12 hours in a single day will be charged in 1-hour increments at 1.5 times the standard rate.
4. Work in excess of 12 hours in a single day will be charged in 1-hour increments at 2 times the standard rate.

Work performed by field or laboratory personnel outside of normal business hours (6:30 a.m. to 5:00 p.m.) will be charged a premium on a case-by-case basis. Work performed for Geophysical Studies outside of a standard work week will be charged an additional 50%.

Fees for specialty geophysical services such as seismic reflection, crosshole, gravity, pile integrity testing, vibration monitoring, magnetotellurics, UXO, MEC, etc. will based on a per project basis. Utility focused projects requiring specialized training such as MSHA (mines) or RSO (refineries) will be billed at a General Geophysical rate.

Other Direct Charges: Our company reserves the right to charge for services outside of the contract in the form of reimbursables, including but not limited to the following: jack and ram calibration, diamond coring bits, fuel, patching materials, mileage, travel time, equipment rental, and administrative time.

Mileage will be charged at the standard federal rate per mile for distances more than 50 miles from the location of dispatch. Per Diem charges will be applied to projects outside a 50-mile radius of our office.

Subcontracted services will be charged at cost plus 20 percent.

Invoices will be submitted monthly. These invoices are due in full upon presentation to the client. Invoices outstanding more than 30 days will be considered past due. A finance charge computed at the rate of 1.5 percent per month, which is an annual rate of 18 percent, will be charged on all past due accounts. If legal action is brought on delinquent accounts, the prevailing party shall be entitled to recover its reasonable attorney's fees and other costs of collection.

Our services are performed in accordance with the current standards of practice in the industry. No other warranty or representation, express or implied, is made or intended.

CLIENT SERVICES AGREEMENT

This AGREEMENT is made this 8th of October 2026, by and between EL CENTRO REGIONAL MEDICAL CENTER its employees, officers, directors, affiliates, subsidiaries, and agents (CLIENT) at 1415 ROSS AVE., EL CENTRO CA 92243 and ATLAS TECHNICAL CONSULTANTS LLC, its employees, officers, directors, affiliates, subsidiaries, and agents (ATLAS) at 9085 Aero Drive Suite B, San Diego, CA 92123.

Whereas, CLIENT intends to employ ATLAS to provide [type of work to be performed + project name/location + proposal number] (hereinafter referred to as "Services");

Whereas, ATLAS desires to contract with CLIENT and perform such Services and CLIENT desires to accept such Services;

Now, therefore, in consideration of the terms and conditions hereinafter set forth, the parties mutually agree as follows:

DESIGNATED REPRESENTATIVES Except as expressly specified otherwise in writing, the parties designate the following named individuals as their authorized representatives to provide approvals, directives, and permissions, including changes, and to receive notices or other communications under this agreement at the following addresses:

ATLAS: Steven Gilbert 9085 Aero Drive Suite B, San Diego, CA 92123

CLIENT: JOSEPH NOWELL 1415 ROSS AVE., EL CENTRO CA 92243

PROPOSAL NAME/NUMBER/DATE: Pioneers Memorial Healthcare District, Original Hospital Building, Bldg 01A (BLD-00765), Materials Testing and Condition Assessment Program (MTCAP) / 26695R2 / October 7, 2026

1. **SERVICES TO BE PERFORMED** ATLAS shall perform the Services as described in the Proposal referenced above, which is attached hereto as Exhibit A and incorporated into this Agreement by reference. The Proposal describes the work to be performed (Services), the location (Site), fees and/or rates to be charged, certain special conditions of performance including equipment, sampling protocols, and necessary reimbursable expenses. ATLAS will be authorized to proceed with the Services, when CLIENT indicates its acceptance by signing this Agreement or, if not practical because of timing or other constraints, by e-mail to ATLAS. The Proposal, this Agreement and any attachments pertaining thereto shall comprise the Contract Document.

2. **ADDITIONAL SERVICES** If any additional or different Services are required to complete an existing Proposal, these additional Services shall be conveyed to CLIENT and approved by the CLIENT in writing.

3. **COMPENSATION** CLIENT will pay ATLAS for Services and expenses in accordance with the Proposal. ATLAS will make reasonable, good faith efforts to perform the Services and accomplish the objectives defined in this Agreement within any written cost estimate provided by ATLAS. CLIENT recognizes that unforeseen circumstances along with changes in scope and schedule can influence the completion of Services within the estimated costs. The use of an estimate of fees or a "not to exceed" limitation is ATLAS's professional judgment of costs, given the information that was provided but is not a guarantee that the Services will be completed for that amount. ATLAS will submit periodic invoices to CLIENT together with reasonable supporting documentation requested by CLIENT and a final bill upon completion of its services. Unless otherwise agreed in writing, there shall be no retainage. Payment is due within thirty (30) days of the invoice date regardless of whether CLIENT has been reimbursed by any other party. ATLAS reserves the right to assess a finance charge of 1.5% per month, calculated from the invoice due date, on any invoices not paid within thirty (30) days. ATLAS reserves the right to withhold reports until payment is received and may further suspend work and vacate the site if all undisputed payment amounts are not received within sixty (60) days after the invoice date. CLIENT will indemnify ATLAS for all claims concerning the suspension of work for nonpayment regardless of whether the claims are made by the CLIENT, someone claiming through the CLIENT, or by a third party. CLIENT agrees to pay ATLAS's attorney's fees, and all other costs incurred in collecting past due amounts.

If CLIENT objects in good faith to any portion of an invoice, CLIENT must so notify ATLAS within ten (10) days of the invoice date, identifying the cause of disagreement, and pay when due the portion of the invoice not in dispute. The parties will immediately make every effort to resolve the disputed portion of the invoice. Any dispute over invoiced amounts due which

cannot be resolved within fourteen (14) days by direct negotiation between the parties shall be resolved in accordance with the Dispute Resolution provisions of this Agreement. Payment thereafter will first be applied to accrued interest and then to the unpaid principal amount. Finance charges as stated above shall be paid by the CLIENT on all disputed invoice amounts that are subsequently resolved in ATLAS's favor, calculated on the unpaid balance from the due date of the invoice.

4. PREVAILING WAGE It shall be CLIENT's sole responsibility to notify ATLAS in writing of any prevailing wage requirements before any services are performed for the project. In the event notification is not given to ATLAS, CLIENT shall be fully responsible for payment of all fines, penalties, and/or damages imposed upon ATLAS.

5. EXPENSES Unless otherwise stated in the Proposal, CLIENT agrees to pay ATLAS for its reimbursable expenses, in addition to its fees. Reimbursable expenses are expenditures made by ATLAS in the interest of the contracted Services. Reimbursable expenses shall be billed, and paid, in accordance with the schedule included with the Proposal. ATLAS will submit a Change Order to CLIENT detailing other reimbursable expenses not outlined in the Proposal.

6. INSURANCE ATLAS agrees that it now carries, and will continue to carry during the performance of any Services under this Agreement, Workers' Compensation and Employer's Liability, Commercial General Liability (including Contractual Liability), Commercial Automobile Liability, Professional Liability and Contractor's Pollution Liability insurance coverage with limits at or above those described, as follows:

a. Workers' Compensation (statutory)	
Employer's Liability	
Each accident	$1,000,000
Disease – Each Employee	$1,000,000
Disease – Policy Limit	$1,000,000
b. Commercial General Liability	
Each Occurrence	$1,000,000
Personal and Advertising Injury	$1,000,000
General Aggregate	
Products and Completed	$2,000,000
Operations Aggregate	$2,000,000
c. Commercial Automobile Liability	
Combined Single Limit	$1,000,000
d. Errors and Omissions / Professional Liability	
Each Claim	$1,000,000
Annual Aggregate	$1,000,000
e. Contractor's Pollution Liability	
Each Claim	$1,000,000
Annual Aggregate	$1,000,000

7. OBLIGATIONS OF CLIENT CLIENT warrants that all information provided to ATLAS concerning the required Services is complete and accurate to the best of CLIENT's knowledge. CLIENT agrees to advise ATLAS prior to commencement of the Services, and during the work, of any hazardous conditions on or near the Site known to CLIENT. CLIENT understands that ATLAS is relying upon the completeness and accuracy of information supplied to it by CLIENT and ATLAS will not independently verify such information unless otherwise provided in the Service Order. CLIENT shall be solely responsible for and shall indemnify and hold harmless ATLAS for any costs, expenses or damages incurred by ATLAS due to CLIENT's failure to follow applicable reporting and governmental requirements. CLIENT will not hold ATLAS liable if ATLAS's recommendations are not followed and expressly waives any claim against ATLAS, and agrees to defend, indemnify and hold ATLAS harmless from any claim or liability for injury or loss that results from failure to properly implement ATLAS's recommendations.

8. STANDARD OF CARE ATLAS's Services as defined by the Proposal shall be performed in accordance with generally accepted industry principles and practices, consistent with a level of care and skill ordinarily practiced by members of the same profession currently providing similar services under similar circumstances at the time the Services were provided. No other representation nor a warranty of any kind, express or implied, is made or intended by ATLAS, its employees or agents, in connection with the Services provided under this Agreement. CLIENT agrees to give ATLAS written notice of any breach or default under this Section 8 within one (1) year of the completion of the Services and to provide ATLAS a

reasonable opportunity to cure such breach or default, without the payment of additional fees to ATLAS, as a condition precedent to any claim for damages.

9. LIMITATIONS OF METHOD RELIABILITY The CLIENT recognizes and agrees that all testing and remediation methods have inherent reliability limitations; no method or number of sampling locations can guarantee that a condition will be discovered within the performance of the Services as authorized by the CLIENT. The CLIENT further acknowledges and agrees that reliability of testing or remediation methods varies according to the sampling frequency and other variables and that these factors, including cost, have been considered in the CLIENT's selection of Services. ATLAS's observations and standardized sampling, inspection and testing procedures employed only represent conditions observed and activities only at the precise location and time where and when Services were performed at the time of the Site visit. CLIENT recognizes that conditions of materials and activities at other locations may vary from those measured or observed, and that conditions at one location and time do not necessarily indicate the conditions of apparently identical material(s) at other locations and times. ATLAS is not responsible for changes that may occur to the Site after ATLAS completes the Services.

10. CONTROL OF WORK AND JOB-SITE SAFETY ATLAS shall be responsible for its activities and that of its employees and subcontractors, and CLIENT acknowledges that ATLAS will not direct, supervise or control the work of other consultants and contractors or their subcontractors. Furthermore, ATLAS shall not guarantee or be responsible for health and safety, procedures, construction means, methods, techniques, sequences, or procedures, nor be responsible for the acts or omissions of contractors or other parties on the Site. ATLAS's testing, observation, or inspection of the work of other parties on a project, even if performed on a continuous basis, shall not relieve such parties of their responsibility to perform their work in accordance with applicable plans, specifications and safety requirements. Continuous monitoring by ATLAS's employees does not mean that ATLAS is observing or verifying all Site work or placement of all materials. CLIENT agrees that ATLAS will only make on-Site observations appropriate to the Services provided by ATLAS and will not relieve others of their responsibilities to perform the work.

11. TEST AND SAMPLING LOCATIONS Unless otherwise specified in the Proposal, the Services do not include surveying the Site or precisely identifying sampling, inspection or test locations, depths or elevations, and any sampling, inspection and test locations, depths and elevations will be based on field estimates and information furnished by CLIENT and its representatives. Unless stated otherwise in the report, the accuracy of any test or sampling locations and elevations will be commensurate only with approximate measurements or estimates. CLIENT should retain the services of a professional surveyor if greater accuracy is required. CLIENT will furnish a diagram indicating the accurate location of the Site. Sample locations may also be indicated on the diagram. ATLAS reserves the right to deviate a reasonable distance from the boring and sampling locations unless the CLIENT specifically revokes this right in writing at the time the diagram is supplied.

12. INTERPRETATION OF DATA ATLAS is responsible only for those data, interpretations, and recommendations regarding the actual materials and activities observed, sampled, inspected or tested, and shall not be responsible for the use or interpretation of ATLAS data by third parties, or the information developed by third parties from such data. CLIENT acknowledges that subsurface conditions may vary from those encountered at the locations where the borings, surveys, or explorations are made by ATLAS. CLIENT further recognizes that the data interpretations and recommendations of ATLAS's personnel are based solely on the information available to them, and that ATLAS may make certain inferences based upon the information derived from these observations, samples, inspections, or tests to formulate professional opinions regarding conditions in other areas.

13. THIRD PARTY INFORMATION ATLAS is dependent on information available from various governmental agencies and private database firms to aid in evaluating the history of the Site. ATLAS shall not be liable for any such agency's or database firm's failure to make relevant files or documents properly available, to properly index files, or otherwise to fail to maintain or produce accurate or complete records.

14. SITE ACCESS CLIENT grants or shall obtain for ATLAS a right of entry to all parts of the Site necessary to complete the requested Services and unless otherwise specified in the Proposal, it represents that it has obtained the applicable permits and licenses for the proposed Services. If CLIENT does not own the Site, CLIENT represents that it has or will obtain prior to the commencement of the Services, the authority and permission of the owner and/or the occupant of the Site. CLIENT acknowledges that due to the nature of some Services unavoidable damage may occur. CLIENT waives its right of recovery for such unavoidable damage, and if CLIENT is not the owner of the Site, CLIENT agrees to indemnify and defend ATLAS against any claims by the owner and/or occupant for any such damage.

Unless otherwise specified in the Proposal, ATLAS is not liable for damages caused by exploratory demolition or investigation to identify, quantify, or evaluate building materials, systems, and/or components not readily accessible to ATLAS during ATLAS's performance of the Services. ATLAS is not responsible for unforeseen conditions that exist on the Site within building systems that prohibit or deter ATLAS from gaining access to building materials, systems, and/or components.

15. ENGINEERING AND CONSTRUCTION SERVICES If the Services requested only require geotechnical engineering, subsurface exploration, construction materials testing, and/or engineering, ATLAS assumes that there are no hazardous substances or constituents in the soils or groundwater underlying the Site. ATLAS's duties and responsibilities are limited to performing tests and monitoring of specific construction activities as outlined in the Proposal. Unless otherwise specified in the Proposal, any consulting, testing or monitoring related to environmental conditions, including, but not limited to hazardous waste, soil or groundwater contamination, or air pollutants are not part of ATLAS's engineering and construction Services. If it becomes apparent during the field exploration that hazardous substances or constituents may be present, field operations will be terminated without liability.

16. OPINIONS OF COSTS ATLAS may, subject to the terms and limitations set forth in this Agreement, provide estimates relative to costs for remediation or construction as appropriate based on available data, designs, or recommendations. However, these opinions are intended to provide information on the range of costs and are not intended for reliance or use in firm budgeting or negotiation unless specifically agreed to in writing by ATLAS. CLIENT acknowledges that ATLAS's estimate may end up being substantially different than the ultimate cost, and CLIENT agrees it will not hold ATLAS liable for any variances between actual and estimated quantities, and further agrees to defend, indemnify and hold ATLAS harmless from any claim or liability for any such increased costs.

17. UTILITIES Unless otherwise specified in the Proposal, it is CLIENT's responsibility to mark or furnish the locations of all underground man-made obstructions at all Sites that the CLIENT owns and/or operates. CLIENT shall indemnify, defend and hold harmless ATLAS from and against any claims, losses or damages incurred or asserted against ATLAS related to the CLIENT's or a third party's failure to mark, protect or advise ATLAS of underground structures or utilities.

18. ROOF CUTS Unless otherwise specified in the Proposal, if roof cuts/samples are required by the Services, it is the CLIENT's responsibility to make appropriate repairs. If a roofing contractor or maintenance personnel selected by CLIENT is not on the roof to make repairs at the time samples are obtained, ATLAS may make temporary repairs, which may result in additional charges. ATLAS personnel are not certified in roofing repair, therefore under no circumstances, shall ATLAS be responsible for any water damage to the roofing system, building, or its contents resulting from ATLAS's temporary repairs.

19. SAMPLES AND EQUIPMENT Unless otherwise specified in the Proposal or required by law, ATLAS will not retain any samples obtained from the Site. At no time does ATLAS assume title to the samples; all samples shall remain the property of the CLIENT.

All laboratory and field equipment contaminated during ATLAS's Services that cannot be readily and adequately cleansed of its hazardous contaminants shall become the property and responsibility of CLIENT. CLIENT shall purchase all such equipment as an expense of the Services, and it shall be turned over to CLIENT for proper disposal unless otherwise specified in the Proposal.

20. HAZARDOUS CONDITIONS OR SUBSTANCES The CLIENT acknowledges that Services that include hazardous or toxic materials and/or investigations of chemicals involve inherent uncertainties, such as limitations on laboratory analytical methods and variations in subsurface conditions. Such uncertainties may adversely affect the results of the Services, even though the Services are performed with skill and care. CLIENT further acknowledges that ATLAS has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, substance or constituent at the Site. All Site generated hazardous and non-hazardous waste, including used disposable protective gear and equipment, are the property of the CLIENT.

CLIENT agrees to defend, indemnify and hold harmless ATLAS against all claims for injury or loss sustained by any party, including the United States, from exposure, release, or the presence of any such hazardous, radioactive, toxic, irritant, pollutant, substance or constituent at the Site. This indemnity includes but is not limited to, ATLAS acting as CLIENT's agent to sign waste manifests, allegations that ATLAS is a handler, generator, operator, treater or storer, transporter or disposer under any federal, state or local, law, regulation or ordinance, and CLIENT's or third party's violation of federal, state or

local, law, regulation or ordinance, related to the handling, storage, or disposal of hazardous substances or constituents at/or introduced to the Site, before or after the completion of the Services.

21. RIGHT TO STOP WORK If, during the performance of the Services, any unforeseen hazardous substance, material, element, constituent, condition, or occurrence is encountered which, in ATLAS 's reasonable judgment significantly affects or may affect the Services provided, the risk involved in providing the Services, or the recommended scope of Services, ATLAS may immediately suspend work.

22. ATLAS AND CLIENT INDEMNIFICATION To the fullest extent permitted by law, ATLAS shall indemnify and hold harmless CLIENT against claims, demands, and lawsuits to the extent arising out of or caused by the negligence or willful misconduct of ATLAS in connection with activities conducted in the performance of the Services.

To the fullest extent permitted by law, the CLIENT shall indemnify and hold harmless ATLAS, its affiliates, shareholders, directors, officers, employees and agents, from and against claims, demands, and lawsuits, to the extent arising out of or caused by CLIENT's breach of this Agreement or the negligence or willful misconduct of the CLIENT or other contractors retained by CLIENT in connection with activities conducted in the performance of the Services. CLIENT agrees that all indemnifications granted to ATLAS shall also be granted to those subcontractors retained by ATLAS for the performance of the Services.

23. LIMIT OF LIABILITY ATLAS 's total liability for all claims or causes of action of any kind, including but not limited to negligence, bodily injury or property damage, breach of contract or warranty, shall not exceed Fifty Thousand Dollars ($50,000) or ATLAS's total fee for the Services rendered under this Agreement, whichever is greater.

24. CONSEQUENTIAL DAMAGES In no event shall either party be liable to the other party for any consequential, incidental, punitive, liquidated or indirect damages, including but not limited to loss of income, loss of profits, loss or restriction of use of property, or any other business losses, regardless if such damages are caused by breach of contract, negligent act or omission, other wrongful act, or whether ATLAS shall be advised, shall have other reason to know, or in fact shall know of the possibility of such damages.

25. WARRANTY ATLAS is not a manufacturer. If any equipment is used or purchased by ATLAS for a Proposal the manufacturer's warranties if any on the equipment are solely those of the manufacturer. ATLAS makes no other representation, guarantee, or warranty, expressed or implied, in fact or by law, whether of merchantability, fitness for any particular purpose or otherwise, concerning any of the goods or Services which may be furnished by ATLAS to CLIENT.

26. DOCUMENTS Project-specific documents and data produced by ATLAS under this Agreement shall become the property of CLIENT upon completion of the Services and payment of amounts owed ATLAS. ATLAS shall have the right, but not the obligation, to retain copies of all such materials.

27. RELIANCE Documents and data (including reports) produced by ATLAS pursuant to this Agreement relate solely to the Services for which Atlas has been retained, and are not intended or represented by ATLAS to be suitable for use or reliance beyond the scope or purpose for which they were originally prepared. No third party may rely upon such documents and data without the prior written consent of Atlas. Any such unauthorized use or dissemination will be at the sole risk and expense of the CLIENT or such third party.

28. CONFIDENTIALITY ATLAS shall treat as confidential all business or technical information furnished by CLIENT which CLIENT identifies as being confidential in writing. ATLAS shall only utilize or disclose such Confidential Information for the purpose of providing the Services contemplated under this Agreement. ATLAS shall not otherwise disclose or permit access to Confidential Information to any third party without the consent of CLIENT. ATLAS's employees, officers, agents, and subcontractors shall also be bound to these same obligations. ATLAS's obligations under this Section shall not apply to Confidential Information that is: (i) already in the public domain; (ii) developed independently by ATLAS; (iii) received by ATLAS on a non-confidential basis from others who had a right to disclose such Confidential Information; or (iv) is required to be disclosed by law or applicable court order, but only after actual prior written notice has been received by CLIENT and CLIENT has had a reasonable opportunity to protect disclosure of such Confidential Information.

29. THIRD-PARTY CLAIMS CLIENT agrees to pay ATLAS 's costs (including reasonable attorney's fees) for defending ATLAS against any claims that a third party or a regulatory agency asserts against ATLAS related to the Services that were provided to CLIENT. Claims include legal actions by a third party or regulatory agency that are based upon the discoveries,

findings or conclusions disclosed in documents or reports supplied to CLIENT by ATLAS.

30. SUBPOENAS The CLIENT is responsible for payment of ATLAS's time and expenses resulting from ATLAS's response to subpoenas issued by any party, involving any legal or administrative proceeding in which ATLAS is not named as a party, in connection with any Services performed under this Agreement. Charges are based on fee schedules in effect at the time the subpoena is served. ATLAS shall not object on CLIENT's behalf to any subpoena, but will make reasonable efforts to cooperate with CLIENT if CLIENT chooses to object.

31. TERMINATION OF CONTRACT This Agreement may be terminated by either party upon seven (7) days written notice provided that any incomplete or unfinished Services will remain in effect until completed, unless otherwise agreed to in writing. In the event of termination or suspension, by the CLIENT, ATLAS shall be paid for Services performed prior to the termination date plus reasonable termination and suspension expenses.

32. ASSIGNMENT Neither the CLIENT nor ATLAS may assign, or transfer its benefits, rights, duties, or interest in this Agreement without the written consent of the other party. This Agreement shall be binding on and inure to the benefit of the successors and assigns of the parties.

33. FORCE MAJEURE Neither CLIENT nor ATLAS shall hold the other responsible for damages or delays in performance caused by uncontrollable events, which could not reasonably have been anticipated or prevented, including but not limited to, acts of God, the public enemy, acts or directives of the Government of the United States or of the several states, or any foreign country, or any of them acting in their sovereign capacity, materially different Site conditions, wars, riots, terrorism, rebellions, sabotage, fires, explosions, accidents, floods, strikes, epidemics, pandemics, viral outbreaks, or other conceded acts of workers, lockouts, or changes in laws, regulations, or ordinances.

34. NOTICES All notices given by either party to the other under this Agreement shall be in writing and may be delivered by: (i) regular mail, postage prepaid; (ii) certified or registered mail; (iii) facsimile; (iv) email; or (v) hand-delivery, to the parties at the addresses, facsimile numbers, and email addresses appearing on the first page of this Agreement , unless otherwise designated in writing. Notices sent by mail will be deemed to be received three (3) days after deposit in the mail, properly addressed. Notices sent by certified or registered mail will be deemed to be received upon the date of the acknowledgment. Notices sent by facsimile or email will be deemed to be received upon successful transmission to the proper facsimile number, provided that the sender can produce a facsimile transmission confirmation report, or upon transmission to the proper email address (with confirmation of transmission). Notices delivered by hand-delivery will be deemed to be received upon acceptance by the respective party or its agent.

35. DISPUTE RESOLUTION In any dispute arising out of or relating to this Agreement, or a breach thereof, the parties shall first make all good faith attempts to resolve any difference by businesslike negotiations. If the conflict is not settled through negotiation, it shall be submitted to nonbinding mediation unless otherwise mutually agreed to in writing. This mediation process shall be a condition precedent to either party pursuing arbitration, litigation, or some other dispute resolution procedure, and the parties agree that any such legal action taken without first submitting to dispute resolution in accordance herewith will not be ripe for adjudication. The costs of the mediation shall be equally shared by all involved parties.

36. GENERAL PROVISIONS The captions and headings throughout this Agreement are for convenience only and do not define, limit, modify, or add to the meaning of any provision of this Agreement. If any provision of this Agreement is in conflict with any provision of the Proposal, the terms and conditions of this Agreement shall prevail unless the conflict concerns the scope of Services to be provided. If any provision shall to any extent be deemed invalid, it shall be modified if possible to fulfill the intent of the parties as reflected in the original provision and the remainder of this Agreement shall not be affected.

This Contract Document represents the entire understanding between the parties and supersedes any and all prior contracts whether written or oral. Nothing contained in this Contract Document shall be construed to be for the benefit of any persons not a party to this Agreement. No third party beneficiary rights are created.

The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the state in which the Site is located. Any legal action arising out of this Agreement shall be venued in a court of competent jurisdiction within the state and county of the Site.

No waiver by either party of any default by the other party in the performance of any provision of this Agreement shall operate as or be construed as a waiver of any future default, whether like or different in character.
ATLAS is solely responsible for the performance of this Agreement, and no parent, subsidiary or affiliated company, or any of its directors, officers, employees, or agents shall have any legal responsibility whether in contract or tort, including negligence.

37. COUNTERPARTS; ELECTRONIC SIGNATURES This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. An executed copy of this Agreement that is delivered by facsimile, email or other electronic means will be deemed to have the same legal effect as delivery of an executed original copy of this Agreement. Electronic signatures shall be deemed original signatures for purposes of this Agreement, with such electronic signatures having the same legal effect as original signatures when affixed to this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

ATLAS TECHNICAL CONSULTANTS LLC:	**CLIENT:** (Person authorized to execute contracts)
BY: _____	**BY:** _____
PRINTED NAME: _____	**PRINTED NAME:** _____
TITLE: _____	**TITLE:** _____
DATE: _____	**DATE:** _____

EXHIBIT "A"

PROPOSAL

A detailed proposal needs to be attached to the Agreement as Exhibit "A"

Imperial Valley Healthcare District

BOARD MEETING DATE:

SUBJECT: Special Inspection and Material Testing Services

BACKGROUND: Atlas Technical Consultants shall conduct construction testing and inspection services for the Original Power Plant Building.

KEY ISSUES:

CONTRACT VALUE: $44,925.00

CONTRACT TERM: Schedule will be coordinated with Imperial Valley Healthcare District, design consultants, and subcontractors during preconstruction prior to issuance of the baseline project schedule.

BUDGETED: Required seismic upgrade

BUDGET CLASSIFICATION:

RESPONSIBLE ADMINISTRATOR: Carly Zamora, Interim CEO

DATE SUBMITTED TO LEGAL: _____ **REVIEWED BY LEGAL:** ☐ Yes ☐ No

FIRST OR SECOND SUBMITTAL: ☐ 1st ☐ 2nd

9085 Aero Drive, Suite B
San Diego, CA 92123
(877) 215-4321 | oneatlas.com

October 8, 2026
Proposal No. 26696R2

MR. JOSEPH NOWELL
EL CENTRO REGIONAL MEDICAL CENTER
1415 ROSS AVE.
EL CENTRO CA 92243

SUBJECT: Proposal for Construction Testing and Inspection Services
Pioneers Memorial Healthcare District, Original Power Plant Building, Bldg 01B (BLD-00766), Materials Testing and Condition Assessment Program (MTCAP)
Brawley, California 92227
HCAI #S251366-13-00

Dear Mr. Nowell,

In accordance with your request, Atlas Technical Consultants LLC (Atlas) is pleased to submit this proposal to address the requirements for special inspection and materials testing as indicated in the project documents. Special inspection required will consist of cast-in-place reinforced concrete.

SCOPE OF WORK

Special Inspection and Materials Testing Services

Atlas' proposed scope of work for special inspection and materials testing will consist of:

- Reinforcing Steel
  - Inspect periodically during placement of steel/tendons, and before placement of concrete
- Reinforced Concrete
  - Inspect continuously concrete/shotcrete during the placement
  - Fabricate, transport, and test concrete during the placement for slump, temperature, and compressive strength at the rate of one set of five concrete test cylinders per 150 cubic yards, 5,000 square-feet, or for each day's placement
- Prepare Verified Report at the completion of the project.

  We will provide daily inspection reports describing the work inspected and stating compliance or non-compliance with the project documents. Atlas daily field reports will be sent to the requested recipients electronically daily. We will provide supervision of our project personnel

by our project manager. The project manager will review reports and test results, attend site meetings as requested, and review billing. Additionally, the project manager will act as a point of contact and will be available to answer questions that may arise.

FEE

Our budget estimate for services is based on our review of the project documents and past experience on similar projects.

We propose to provide our services on a time and materials basis according to the Schedule of Fees included in this budget estimate.

Based on the above scope, we estimate our fees to be approximately **$44,925**. A cost table presenting a breakdown of our estimate has been provided in this budget estimate.

Notes:

(1) Recognizing that our services are directly dependent upon the performance of others, we will invoice for services rendered at the specified unit rates for the quantities shown on the attached budget estimate. Unforeseen conditions, unfavorable weather, and other unanticipated conditions may affect the actual duration of the work. Services in addition to those described in this budget estimate may be requested by or on behalf of the client and will be invoiced on a time and materials basis at the unit rates outlined in this document.

(2) The unit costs shown are based upon work taking place between the hours of 0600 and 1700; Monday through Friday, excluding nationally recognized holidays. Work performed on a Saturday or more than 8 hours on a given day will be invoiced at 1.5 times the standard rate. Work performed on Sunday or nationally recognized holidays will be invoiced at 2 times the standard rate. Unscheduled cancellations will be invoiced a minimum of 2 hours. All other terms and conditions shall be per our standard Schedule of Fees.

DEFINITION OF RESPONSIBILITY

The presence of our field representative will be for the purpose of observing the construction and reporting its general compliance with the approved plans and the applicable building codes. Our work does not include the supervision or direction of the contractor's work, their employees, or their agents. The contractor is responsible for their services, and neither the presence of our field personnel nor the observation and testing by this firm should excuse the contractor in any way for defects in their work. It should further be understood that we are not responsible for site safety. During the course of a subsurface investigation, heavy equipment may disrupt the site.

AUTHORIZATION

This budget estimate will be valid for 90 days. If this budget estimate meets with your approval, please authorize our services by signing the attached Client Services Agreement and returning it to our office. We will, in turn, send you a fully executed original for your records.

Atlas appreciates this opportunity to provide our professional services and is most interested in becoming a member of your consultant team. Atlas has considerable experience in successfully

providing these services and we are confident that we can provide them in a timely and cost-effective manner. Should you have any questions regarding this budget estimate, or if we may be of further service, please contact the undersigned.

Respectfully submitted,
ATLAS TECHNICAL CONSULTANTS LLC

Aklilu Estifanos, PE, MSI
Project Manager / Estimator
Aklilu.Estifanos@oneatlas.com

Daniel Ferguson
CMT Project Manager 3
Daniel.Ferguson@oneatlas.com

AE:DF:jm

Attachments: Budget Estimate Summary
2025 Schedule of Fees
Professional Services Agreement

Distribution: joseph.nowell@ecrmc.org

Project: Pioneers Memorial Healthcare District, Original Power Plant Building, Bldg 01B (BLD-00766), Materials Testing and Condition Assessment Program (MTCAP) Project

Atlas Proposal No. 26696R2

Client: El Centro Regional Medical Center

October 8, 2026

Budget Summary/Cost Estimate Table

California State Prevailing Wage Rates

BUDGET ESTIMATE SUMMARY
CONSTRUCTION TESTING SERVICES

	Estimated Hours/Unit		Rate/Unit		Total Cost
SPECIAL INSPECTOR/FIELD SERVICES					**$27,590.00**
Concrete					
Material Sample Pick Ups	108 hours	@	$100.00	/hour	$10,800.00
Special Inspection	56 hours	@	$95.00	/hour	$5,320.00
Miscellaneous Items					
Travel Time	56 hours	@	$95.00	/hour	$5,320.00
Vehicle	57 days	@	$100.00	/day	$5,700.00
Air Meter	9 days	@	$50.00	/day	$450.00
PROJECT MANAGEMENT					**$1,900.00**
Project Manager	8 hours	@	$190.00	/hour	$1,520.00
Administrative Assistant	4 hours	@	$95.00	/hour	$380.00
ANALYSIS AND REPORT PREPARATION					**$1,935.00**
Senior Professional -Lab Testing Review	5 hours	@	$215.00	/hour	$1,075.00
Senior Professional- Final Report	4 hours	@	$215.00	/hour	$860.00
MATERIALS LAB TESTING					**$13,500.00**
Concrete Core Compressive Strength	6 tests	@	$75.00	/test	$450.00
Unit Weight, Hardened Concrete	6 tests	@	$70.00	/test	$420.00
Concrete Modulus of Elasticity	6 tests	@	$320.00	/test	$1,920.00
Reinforcing Steel Physical Characteristics (Tensile Strength, Modulus of Elasticity, Elongation, Deformation, Etc.)	6 tests	@	$475.00	/test	$2,850.00
Reinforcing Steel Chemical Composition and Carbon Equivalent	6 tests	@	$700.00	/test	$4,200.00
Grout Patch Compressive Strength	18 tests	@	$35.00	/test	$630.00
Concrete Cylinder Compression (Cal 521, ASTM C39)	60 tests	@	$35.00	/test	$2,100.00
Tensile Strength & Bend Test Reinforcing Steel (ASTM A615/A706) (Patch Rebar)	6 tests	@	$155.00	/test	$930.00
TOTAL FOR CONSTRUCTION TESTING SERVICES					**$44,925.00**

ASSUMPTIONS - GENERAL

1 A construction schedule was not available for this estimate.
2 Plans were available for this estimate.
3 Assumes an 8-hour day at 5 days per week.
4 No weekend work is scheduled.
5 The client will be invoiced in 4 and 8 hour increments.
6 The hourly rate reflects an anticipated start date of 2026.
7 All field services will be charged portal to portal.Travel time is subject to overtime.
8 All work performed outside our scope of service will be invoiced per Atlas 2025 Schedule of Fees.
9 Assumes conditional assessment will be performed by other than Atlas.
All field services will be charged portal to portal.

SOUTHERN CALIFORNIA SCHEDULE OF FEES

Effective January 1, 2025

PROFESSIONAL SERVICES

Professional (Engineering, Geology, Geophysics, Environment, Envelope Services)

Director/Principal Professional	$250
Senior Professional	215
Project Professional	190
Staff Professional	160
Drafter Level II	120
Drafter Level I	110

Project Management

Senior Project Manager	$210
Project Manager	190
Administrative Assistant	95

Field Services (Geotechnical Inspection)

Field Supervisor	$190
LA Certified Grading Inspector	180
Field Technician	90
Laboratory Technician	100
Special Inspector	95
Building Inspector	110
Fire Stop Inspector	110
Multi-Carded Special Inspector	115
NDT Inspector (UT, MT, DT, VT)	120
Coring	160

Field Services (SUE Level B Utility Evaluations)

Line Tracer, Electromagnetics, Magnetics

Hourly Rate	$165
Mob/Demob	330
Letter Report	340
Map (per day of field work)	350
Additional Travel Time (2-hours outside San Diego)	165

Field Services (Potholing – 3-4 holes/day)

Full Day Vacuum Utilivac (Backfill materials not included)	$1,500
Hourly Rate	165
Mob/Demob	330
Additional Travel Time (2-hours outside San Diego)	165

Field Services (Rebar Locating)

Ground Penetrating Radar: Full Day (one person crew)	$1,390
Hourly Rate (A Mob/Demob charge of $190 applies to projects billed on hourly rates)	150
Letter Report	340
Map (per day of field work)	395
Ground Penetrating Radar: Full Day (two person crew)	2,530
Hourly Rate (A Mob/Demob charge of $325 applies to projects billed on hourly rates)	275
Letter Report	340
Map (per day of field work)	395

Field Services (Geophysical Data Acquisition)

UST, Landfill, Oil Well, Void, Pile Integrity Testing

Full Day	$3,000
Hourly Rate (A Mob/Demob charge of $400 applies to projects billed on hourly rates)	325

Field Services (Advanced Geophysical Studies)

Seismic, Sting ERT, Resistivity, Groundwater, UXO/MEC

Full Day	$3,600
Hourly Rate (A Mob/Demob charge of $600 applies to projects billed on hourly rates)	375

Field Services (Seismic ReMi)

One Line	$1,815
Each Additional Line	360
For Pavement/Requires Drilling	310

Field Services (Vibration Monitoring)

Mobilization	$1,170
Equipment (Daily)	235
Daily Analysis & Reporting (Daily)	95
Final Report Preparation	830
Manned Vibration Monitoring	Quote

Travel and Miscellaneous

Pick Up	$100/hour
Vehicle/Truck	100/day
Nuclear Gauge	50/day
Torque Wrench	50/day
Pull Testing	75/day
Air Meter	50/day
NDT Equipment	60/day
Coring Equipment	95/day
Travel Time Hourly Rate (or $135/hour beyond 1 hour from San Diego for Geophysical Crews)	
Overtime and Saturday Rate	1.5 x Regular Hourly Rate
Sunday and Nationally Recognized Holiday Rate (including the day after Thanksgiving)	2 x Regular Hourly Rate
Rush Surcharge	Normal Rate plus 50%
Per Diem (variable, depending on location)	Quote
Specialty Equipment Surcharge	Quote

LABORATORY TESTS

Soil and Aggregate

California Bearing Ratio (ASTM D854)	$515
California Impact (Cal 216)	255
Clay Lumps in Aggregate (ASTM C142)	185
Cleanness Value (Cal 227)	245
Compressive Strength of Rock Core (ASTM D7012)	320
Consolidation (ASTM D2435)	245
Corrosivity Testing (Soluble Chlorides and Sulfates, pH and Resistivity)	230
Crushed Particles (Cal 205, ASTM D5821)	185
Direct Shear (ASTM D3080)	320
Durability Factor (Cal 229, ASTM D3744)	120
Durability Index (Cal 229, ASTM D3744)	275
Expansion Index (ASTM D4829)	220
Fine Aggregate Angularity (AASHTO T304)	245
Fineness Modulus (ASTM C136)	35
Flat & Elongated Pieces (ASTM D4791)	215
Light Weight Pieces (ASTM C123)	215
Liquid Limit (Cal 204, ASTM D4318)	95
Los Angeles Abrasion (Cal 211, ASTM C131)	275
Maximum Density Check Point (ASTM D698/D1557)	110
Maximum Density/Optimum Moisture – 4 inch (ASTM D698, D1557)	245
Maximum Density/Optimum Moisture – 6 inch (ASTM D698, D1557)	270
Minimum Density (ASTM D1556)	95
Moisture Content (Cal 226, ASTM C566, ASTM D2216)	45
Natural Density Chunk Sample (ASTM D2937)	55
Natural Moisture/Density Ring or Core Sample (ASTM D2937)	50
One-Dimensional Swell or Collapse of Soils – per point (ASTM D4546)	235
Organic Impurities (Cal 213, ASTM C40)	115
Organic Matter (ASTM D2974)	95
Percent Finer than #200 (ASTM C117, ASTM D1140)	90
Permeability Remold Sample (ASTM D2434)	245
Permeability Remold Sample (ASTM D5084)	Quote
Permeability Undisturbed Sample (ASTM D5084)	Quote
Petrographic Analysis (Cal 215, ASTM C295)	Quote
pH & Resistivity (Cal 643, ASTM G51)	155
Plasticity Index (Cal 204, ASTM 4318)	160
Potential Reactivity (ASTM C289)	270
Residual Shear (ASTM D6467)	545
Rock Correction (ASTM D4718)	35
R-Value (Cal 301, ASTM D2844)	340
Sand Castle Test (USACE)	240
Sand Equivalent (Cal 217, ASTM D2419)	110
Sieve Analysis (ASTM C136, ASTM D6913, Cal 202)	135
Sieve Analysis with Hydrometer (Cal 203, ASTM D422)	245
Soil Cement Compression Strength (Cal 312, ASTM D1633)	65
Soil Cement Cylinder Fabrication (Cal 312, ASTM D1632)	125
Soil Cement Mixtures, Wetting and Drying (ASTM D559)	1,400

Soluble Chlorides (Cal 422)	80
Soluble Sulfate (Cal 417)	80
Soundness 5 Cycles (Cal 214, ASTM C88)	460
Specific Gravity Coarse Aggregate (Cal 206, ASTM C127)	145
Specific Gravity Fine Aggregate (Cal 207, ASTM C128)	145
Thermal Resistivity of Soils (remolded sample) (IEEE 422)	1,285
Triaxial Shear Consolidated – Undrained (ASTM D4767)	Quote
Triaxial Shear Unconsolidated – Undrained (ASTM D2850)	Quote
Triaxial Staged Consolidated – Undrained (ASTM D4767)	Quote
Triaxial Staged Unconsolidated – Undrained (ASTM D2850)	Quote
Unconfined Compression (ASTM D2166)	200
Unit Weight Aggregate (Cal 212, ASTM C29)	100

Asphalt Concrete

Asphalt Core Specific Gravity (Cal 308, ASTM D2726)	$85
Asphalt Core Specific Gravity Waxed (Cal 308, ASTM D1188)	105
Emulsion Content (CTM 382)	220
Film Stripping (Cal 302)	Quote
Gyratory Compacted Maximum Specific Gravity (AASHTO T312)	430
Hamburg Wheel Plant Produced HMA (AASHTO T324/Caltrans Section 39)	1,105
Hveem Maximum Bulk Specific Gravity (Cal 308)	370
Hveem & Stabilometer Value (Cal 366)	490
Ignition Oven Correction Factor (AASHTO T308)	310
Ignition Oven Degradation Factor (AASHTO T308)	310
Marshall Density Stability & Flow (ASTM D6927)	490
Marshall Density (ASTM D6926)	370
Moisture Content of Asphalt Mixtures Using Microwave (Cal 370)	65
Moisture Vapor Susceptibility (Cal 307)	Quote
Optimum Bitumen Content (AASHTO R35/Cal 367)	3,750
Percent Bitumen Asphaltic Concrete (Cal 382, ASTM D6307)	220
Residue by Evaporation (Cal 331)	220
Rice Maximum Theoretical Specific Gravity AC (Cal 309, ASTM D2041)	165
Sieve Analysis Extracted Aggregate (Cal 382, ASTM D5444)	115
Stability and Flow (ASTM D1559)	430
Stabilometer Value (Cal 366)	430
Tensile Strength Ratio Plant Produced HMA (AASHTO T283)	1,105
Wet Track Abrasion (ASTM D3910)	230

Concrete

2X2 Cube Compression	$35
Chloride Ion Testing (ASTM C1218)	270
Concrete Core Compression (ASTM C42)	75
Concrete Cylinder Compression (Cal 521, ASTM C39)	35
Flex Beam Modulus of Rupture (Cal 523, ASTM C78)	95
Modulus of Elasticity (Cal 522, ASTM C469)	320
Shotcrete Mockup Panel (ASTM C1140)	1,275
Shotcrete Panel, 3 Cores Compression (CBC)	360
Shrinkage Hardened Concrete (ASTM C157 Modified)	455
Split Tensile Concrete Cylinder (ASTM C496)	95
Time of Set (ASTM C403)	245
Trial Batch Fabrication (ASTM C192)	375
Unit Weight Hardened Concrete (ASTM C642)	70
Unit Weight Lightweight Concrete (ASTM C567)	90

Masonry

Absorption Block (ASTM C140)	$145
Compression Adobe	195
Compression Block Standard (ASTM C140)	185
Compression Brick (ASTM C67)	145
Efflorescence Block	215
Efflorescence Brick (ASTM C67)	215
Grout Prism Compression (ASTM C1019)	35
Masonry Core Compression (ASTM C42)	65
Masonry Core Shear (CBC 2105A.4)	120
Masonry Prism Compression (ASTM E447)	185
Modulus of Elasticity (Masonry Prism)	310
Mortar Bond Strength Pull Test (ASTM C482)	80
Mortar Cylinder Compression	35
Mortar Shear Strength (ANSI 118)	125

Relative Mortar Strength (Cal 515)	1,045
Shrinkage Masonry Block (ASTM C426)	310
Trial Grout Prisms (ASTM C942)	50
Water Retention and Air Content (ASTM C270)	675

Metal

Bolt Assembly Hardness Test	$95
Bolt Assembly Tensile & Proof Load Test	155
Chemical Analysis	840*
Modulus of Elasticity (Steel)	320
Post-Tension Tendon Tensile Testing	230
Tensile Strength & Bend Test Structural Steel (ASTM A370)	235
Tensile Strength & Bend Test Reinforcing Steel (ASTM A615/A706)	155
Tensile Strength #14 to #18 Bar (ASTM A615)	Quote
Tensile Strength Mechanical Splices #9 and Smaller (Cal 670)	Quote
Tensile Strength Mechanical Splices #10 to #14 (Cal 670)	Quote
Tensile Strength Mechanical Splices #18 (Cal 670)	Quote

Miscellaneous

Fireproofing Density Test (ASTM E605)	$100
Fiber Reinforced Polymer Tensile (ASTM D3039)	705
Material Preparation	105
Relative Humidity Test (ASTM F2170)	100/kit
Concrete Vapor Emission Kits (ASTM F1869)	90/kit
Miscellaneous Charges	Various
Default Expense	Various

TERMS AND CONDITIONS

All field services will be charged portal to portal with the following minimum charges:

1. The client will be invoiced only for the hours actually worked in 4 and 8 hour increments.
2. A 2-hour show-up charge will be applied to any service canceled the same day of service.
3. Work in excess of 8 hours up to 12 hours in a single day will be charged in 1-hour increments at 1.5 times the standard rate.
4. Work in excess of 12 hours in a single day will be charged in 1-hour increments at 2 times the standard rate.

Work performed by field or laboratory personnel outside of normal business hours (6:30 a.m. to 5:00 p.m.) will be charged a premium on a case-by-case basis. Work performed for Geophysical Studies outside of a standard work week will be charged an additional 50%.

Fees for specialty geophysical services such as seismic reflection, crosshole, gravity, pile integrity testing, vibration monitoring, magnetotellurics, UXO, MEC, etc. will based on a per project basis. Utility focused projects requiring specialized training such as MSHA (mines) or RSO (refineries) will be billed at a General Geophysical rate.

Other Direct Charges: Our company reserves the right to charge for services outside of the contract in the form of reimbursables, including but not limited to the following: jack and ram calibration, diamond coring bits, fuel, patching materials, mileage, travel time, equipment rental, and administrative time.

Mileage will be charged at the standard federal rate per mile for distances more than 50 miles from the location of dispatch. Per Diem charges will be applied to projects outside a 50-mile radius of our office.

Subcontracted services will be charged at cost plus 20 percent.

Invoices will be submitted monthly. These invoices are due in full upon presentation to the client. Invoices outstanding more than 30 days will be considered past due. A finance charge computed at the rate of 1.5 percent per month, which is an annual rate of 18 percent, will be charged on all past due accounts. If legal action is brought on delinquent accounts, the prevailing party shall be entitled to recover its reasonable attorney's fees and other costs of collection.

Our services are performed in accordance with the current standards of practice in the industry. No other warranty or representation, express or implied, is made or intended.

CLIENT SERVICES AGREEMENT

This AGREEMENT is made this 8th of October 2026, by and between EL CENTRO REGIONAL MEDICAL CENTER its employees, officers, directors, affiliates, subsidiaries, and agents (CLIENT) at 1415 ROSS AVE., EL CENTRO CA 92243 and ATLAS TECHNICAL CONSULTANTS LLC, its employees, officers, directors, affiliates, subsidiaries, and agents (ATLAS) at 9085 Aero Drive Suite B, San Diego, CA 92123.

Whereas, CLIENT intends to employ ATLAS to provide [type of work to be performed + project name/location + proposal number] (hereinafter referred to as "Services");

Whereas, ATLAS desires to contract with CLIENT and perform such Services and CLIENT desires to accept such Services;

Now, therefore, in consideration of the terms and conditions hereinafter set forth, the parties mutually agree as follows:

DESIGNATED REPRESENTATIVES Except as expressly specified otherwise in writing, the parties designate the following named individuals as their authorized representatives to provide approvals, directives, and permissions, including changes, and to receive notices or other communications under this agreement at the following addresses:

ATLAS: Steven Gilbert 9085 Aero Drive Suite B, San Diego, CA 92123

CLIENT: JOSEPH NOWELL 1415 ROSS AVE., EL CENTRO CA 92243

PROPOSAL NAME/NUMBER/DATE: Pioneers Memorial Healthcare District, Original Power Plant Building, Bldg 01B (BLD-00766), Materials Testing and Condition Assessment Program (MTCAP) / 26696R2/ October 7, 2026

1. **SERVICES TO BE PERFORMED** ATLAS shall perform the Services as described in the Proposal referenced above, which is attached hereto as Exhibit A and incorporated into this Agreement by reference. The Proposal describes the work to be performed (Services), the location (Site), fees and/or rates to be charged, certain special conditions of performance including equipment, sampling protocols, and necessary reimbursable expenses. ATLAS will be authorized to proceed with the Services, when CLIENT indicates its acceptance by signing this Agreement or, if not practical because of timing or other constraints, by e-mail to ATLAS. The Proposal, this Agreement and any attachments pertaining thereto shall comprise the Contract Document.

2. **ADDITIONAL SERVICES** If any additional or different Services are required to complete an existing Proposal, these additional Services shall be conveyed to CLIENT and approved by the CLIENT in writing.

3. **COMPENSATION** CLIENT will pay ATLAS for Services and expenses in accordance with the Proposal. ATLAS will make reasonable, good faith efforts to perform the Services and accomplish the objectives defined in this Agreement within any written cost estimate provided by ATLAS. CLIENT recognizes that unforeseen circumstances along with changes in scope and schedule can influence the completion of Services within the estimated costs. The use of an estimate of fees or a "not to exceed" limitation is ATLAS's professional judgment of costs, given the information that was provided but is not a guarantee that the Services will be completed for that amount. ATLAS will submit periodic invoices to CLIENT together with reasonable supporting documentation requested by CLIENT and a final bill upon completion of its services. Unless otherwise agreed in writing, there shall be no retainage. Payment is due within thirty (30) days of the invoice date regardless of whether CLIENT has been reimbursed by any other party. ATLAS reserves the right to assess a finance charge of 1.5% per month, calculated from the invoice due date, on any invoices not paid within thirty (30) days. ATLAS reserves the right to withhold reports until payment is received and may further suspend work and vacate the site if all undisputed payment amounts are not received within sixty (60) days after the invoice date. CLIENT will indemnify ATLAS for all claims concerning the suspension of work for nonpayment regardless of whether the claims are made by the CLIENT, someone claiming through the CLIENT, or by a third party. CLIENT agrees to pay ATLAS's attorney's fees, and all other costs incurred in collecting past due amounts.

If CLIENT objects in good faith to any portion of an invoice, CLIENT must so notify ATLAS within ten (10) days of the invoice date, identifying the cause of disagreement, and pay when due the portion of the invoice not in dispute. The parties will immediately make every effort to resolve the disputed portion of the invoice. Any dispute over invoiced amounts due which

cannot be resolved within fourteen (14) days by direct negotiation between the parties shall be resolved in accordance with the Dispute Resolution provisions of this Agreement. Payment thereafter will first be applied to accrued interest and then to the unpaid principal amount. Finance charges as stated above shall be paid by the CLIENT on all disputed invoice amounts that are subsequently resolved in ATLAS's favor, calculated on the unpaid balance from the due date of the invoice.

4. PREVAILING WAGE It shall be CLIENT's sole responsibility to notify ATLAS in writing of any prevailing wage requirements before any services are performed for the project. In the event notification is not given to ATLAS, CLIENT shall be fully responsible for payment of all fines, penalties, and/or damages imposed upon ATLAS.

5. EXPENSES Unless otherwise stated in the Proposal, CLIENT agrees to pay ATLAS for its reimbursable expenses, in addition to its fees. Reimbursable expenses are expenditures made by ATLAS in the interest of the contracted Services. Reimbursable expenses shall be billed, and paid, in accordance with the schedule included with the Proposal. ATLAS will submit a Change Order to CLIENT detailing other reimbursable expenses not outlined in the Proposal.

6. INSURANCE ATLAS agrees that it now carries, and will continue to carry during the performance of any Services under this Agreement, Workers' Compensation and Employer's Liability, Commercial General Liability (including Contractual Liability), Commercial Automobile Liability, Professional Liability and Contractor's Pollution Liability insurance coverage with limits at or above those described, as follows:

a. Workers' Compensation (statutory)	
Employer's Liability	
Each accident	$1,000,000
Disease – Each Employee	$1,000,000
Disease – Policy Limit	$1,000,000
b. Commercial General Liability	
Each Occurrence	$1,000,000
Personal and Advertising Injury	$1,000,000
General Aggregate	
Products and Completed	$2,000,000
Operations Aggregate	$2,000,000
c. Commercial Automobile Liability	
Combined Single Limit	$1,000,000
d. Errors and Omissions / Professional Liability	
Each Claim	$1,000,000
Annual Aggregate	$1,000,000
e. Contractor's Pollution Liability	
Each Claim	$1,000,000
Annual Aggregate	$1,000,000

7. OBLIGATIONS OF CLIENT CLIENT warrants that all information provided to ATLAS concerning the required Services is complete and accurate to the best of CLIENT's knowledge. CLIENT agrees to advise ATLAS prior to commencement of the Services, and during the work, of any hazardous conditions on or near the Site known to CLIENT. CLIENT understands that ATLAS is relying upon the completeness and accuracy of information supplied to it by CLIENT and ATLAS will not independently verify such information unless otherwise provided in the Service Order. CLIENT shall be solely responsible for and shall indemnify and hold harmless ATLAS for any costs, expenses or damages incurred by ATLAS due to CLIENT's failure to follow applicable reporting and governmental requirements. CLIENT will not hold ATLAS liable if ATLAS's recommendations are not followed and expressly waives any claim against ATLAS, and agrees to defend, indemnify and hold ATLAS harmless from any claim or liability for injury or loss that results from failure to properly implement ATLAS's recommendations.

8. STANDARD OF CARE ATLAS's Services as defined by the Proposal shall be performed in accordance with generally accepted industry principles and practices, consistent with a level of care and skill ordinarily practiced by members of the same profession currently providing similar services under similar circumstances at the time the Services were provided. No other representation nor a warranty of any kind, express or implied, is made or intended by ATLAS, its employees or agents, in connection with the Services provided under this Agreement. CLIENT agrees to give ATLAS written notice of any breach or default under this Section 8 within one (1) year of the completion of the Services and to provide ATLAS a

reasonable opportunity to cure such breach or default, without the payment of additional fees to ATLAS, as a condition precedent to any claim for damages.

9. LIMITATIONS OF METHOD RELIABILITY The CLIENT recognizes and agrees that all testing and remediation methods have inherent reliability limitations; no method or number of sampling locations can guarantee that a condition will be discovered within the performance of the Services as authorized by the CLIENT. The CLIENT further acknowledges and agrees that reliability of testing or remediation methods varies according to the sampling frequency and other variables and that these factors, including cost, have been considered in the CLIENT's selection of Services. ATLAS's observations and standardized sampling, inspection and testing procedures employed only represent conditions observed and activities only at the precise location and time where and when Services were performed at the time of the Site visit. CLIENT recognizes that conditions of materials and activities at other locations may vary from those measured or observed, and that conditions at one location and time do not necessarily indicate the conditions of apparently identical material(s) at other locations and times. ATLAS is not responsible for changes that may occur to the Site after ATLAS completes the Services.

10. CONTROL OF WORK AND JOB-SITE SAFETY ATLAS shall be responsible for its activities and that of its employees and subcontractors, and CLIENT acknowledges that ATLAS will not direct, supervise or control the work of other consultants and contractors or their subcontractors. Furthermore, ATLAS shall not guarantee or be responsible for health and safety, procedures, construction means, methods, techniques, sequences, or procedures, nor be responsible for the acts or omissions of contractors or other parties on the Site. ATLAS's testing, observation, or inspection of the work of other parties on a project, even if performed on a continuous basis, shall not relieve such parties of their responsibility to perform their work in accordance with applicable plans, specifications and safety requirements. Continuous monitoring by ATLAS's employees does not mean that ATLAS is observing or verifying all Site work or placement of all materials. CLIENT agrees that ATLAS will only make on-Site observations appropriate to the Services provided by ATLAS and will not relieve others of their responsibilities to perform the work.

11. TEST AND SAMPLING LOCATIONS Unless otherwise specified in the Proposal, the Services do not include surveying the Site or precisely identifying sampling, inspection or test locations, depths or elevations, and any sampling, inspection and test locations, depths and elevations will be based on field estimates and information furnished by CLIENT and its representatives. Unless stated otherwise in the report, the accuracy of any test or sampling locations and elevations will be commensurate only with approximate measurements or estimates. CLIENT should retain the services of a professional surveyor if greater accuracy is required. CLIENT will furnish a diagram indicating the accurate location of the Site. Sample locations may also be indicated on the diagram. ATLAS reserves the right to deviate a reasonable distance from the boring and sampling locations unless the CLIENT specifically revokes this right in writing at the time the diagram is supplied.

12. INTERPRETATION OF DATA ATLAS is responsible only for those data, interpretations, and recommendations regarding the actual materials and activities observed, sampled, inspected or tested, and shall not be responsible for the use or interpretation of ATLAS data by third parties, or the information developed by third parties from such data. CLIENT acknowledges that subsurface conditions may vary from those encountered at the locations where the borings, surveys, or explorations are made by ATLAS. CLIENT further recognizes that the data interpretations and recommendations of ATLAS's personnel are based solely on the information available to them, and that ATLAS may make certain inferences based upon the information derived from these observations, samples, inspections, or tests to formulate professional opinions regarding conditions in other areas.

13. THIRD PARTY INFORMATION ATLAS is dependent on information available from various governmental agencies and private database firms to aid in evaluating the history of the Site. ATLAS shall not be liable for any such agency's or database firm's failure to make relevant files or documents properly available, to properly index files, or otherwise to fail to maintain or produce accurate or complete records.

14. SITE ACCESS CLIENT grants or shall obtain for ATLAS a right of entry to all parts of the Site necessary to complete the requested Services and unless otherwise specified in the Proposal, it represents that it has obtained the applicable permits and licenses for the proposed Services. If CLIENT does not own the Site, CLIENT represents that it has or will obtain prior to the commencement of the Services, the authority and permission of the owner and/or the occupant of the Site. CLIENT acknowledges that due to the nature of some Services unavoidable damage may occur. CLIENT waives its right of recovery for such unavoidable damage, and if CLIENT is not the owner of the Site, CLIENT agrees to indemnify and defend ATLAS against any claims by the owner and/or occupant for any such damage.

Unless otherwise specified in the Proposal, ATLAS is not liable for damages caused by exploratory demolition or investigation to identify, quantify, or evaluate building materials, systems, and/or components not readily accessible to ATLAS during ATLAS's performance of the Services. ATLAS is not responsible for unforeseen conditions that exist on the Site within building systems that prohibit or deter ATLAS from gaining access to building materials, systems, and/or components.

15. ENGINEERING AND CONSTRUCTION SERVICES If the Services requested only require geotechnical engineering, subsurface exploration, construction materials testing, and/or engineering, ATLAS assumes that there are no hazardous substances or constituents in the soils or groundwater underlying the Site. ATLAS's duties and responsibilities are limited to performing tests and monitoring of specific construction activities as outlined in the Proposal. Unless otherwise specified in the Proposal, any consulting, testing or monitoring related to environmental conditions, including, but not limited to hazardous waste, soil or groundwater contamination, or air pollutants are not part of ATLAS's engineering and construction Services. If it becomes apparent during the field exploration that hazardous substances or constituents may be present, field operations will be terminated without liability.

16. OPINIONS OF COSTS ATLAS may, subject to the terms and limitations set forth in this Agreement, provide estimates relative to costs for remediation or construction as appropriate based on available data, designs, or recommendations. However, these opinions are intended to provide information on the range of costs and are not intended for reliance or use in firm budgeting or negotiation unless specifically agreed to in writing by ATLAS. CLIENT acknowledges that ATLAS's estimate may end up being substantially different than the ultimate cost, and CLIENT agrees it will not hold ATLAS liable for any variances between actual and estimated quantities, and further agrees to defend, indemnify and hold ATLAS harmless from any claim or liability for any such increased costs.

17. UTILITIES Unless otherwise specified in the Proposal, it is CLIENT's responsibility to mark or furnish the locations of all underground man-made obstructions at all Sites that the CLIENT owns and/or operates. CLIENT shall indemnify, defend and hold harmless ATLAS from and against any claims, losses or damages incurred or asserted against ATLAS related to the CLIENT's or a third party's failure to mark, protect or advise ATLAS of underground structures or utilities.

18. ROOF CUTS Unless otherwise specified in the Proposal, if roof cuts/samples are required by the Services, it is the CLIENT's responsibility to make appropriate repairs. If a roofing contractor or maintenance personnel selected by CLIENT is not on the roof to make repairs at the time samples are obtained, ATLAS may make temporary repairs, which may result in additional charges. ATLAS personnel are not certified in roofing repair, therefore under no circumstances, shall ATLAS be responsible for any water damage to the roofing system, building, or its contents resulting from ATLAS's temporary repairs.

19. SAMPLES AND EQUIPMENT Unless otherwise specified in the Proposal or required by law, ATLAS will not retain any samples obtained from the Site. At no time does ATLAS assume title to the samples; all samples shall remain the property of the CLIENT.

All laboratory and field equipment contaminated during ATLAS's Services that cannot be readily and adequately cleansed of its hazardous contaminants shall become the property and responsibility of CLIENT. CLIENT shall purchase all such equipment as an expense of the Services, and it shall be turned over to CLIENT for proper disposal unless otherwise specified in the Proposal.

20. HAZARDOUS CONDITIONS OR SUBSTANCES The CLIENT acknowledges that Services that include hazardous or toxic materials and/or investigations of chemicals involve inherent uncertainties, such as limitations on laboratory analytical methods and variations in subsurface conditions. Such uncertainties may adversely affect the results of the Services, even though the Services are performed with skill and care. CLIENT further acknowledges that ATLAS has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, substance or constituent at the Site. All Site generated hazardous and non-hazardous waste, including used disposable protective gear and equipment, are the property of the CLIENT.

CLIENT agrees to defend, indemnify and hold harmless ATLAS against all claims for injury or loss sustained by any party, including the United States, from exposure, release, or the presence of any such hazardous, radioactive, toxic, irritant, pollutant, substance or constituent at the Site. This indemnity includes but is not limited to, ATLAS acting as CLIENT's agent to sign waste manifests, allegations that ATLAS is a handler, generator, operator, treater or storer, transporter or disposer under any federal, state or local, law, regulation or ordinance, and CLIENT's or third party's violation of federal, state or

local, law, regulation or ordinance, related to the handling, storage, or disposal of hazardous substances or constituents at/or introduced to the Site, before or after the completion of the Services.

21. RIGHT TO STOP WORK If, during the performance of the Services, any unforeseen hazardous substance, material, element, constituent, condition, or occurrence is encountered which, in ATLAS 's reasonable judgment significantly affects or may affect the Services provided, the risk involved in providing the Services, or the recommended scope of Services, ATLAS may immediately suspend work.

22. ATLAS AND CLIENT INDEMNIFICATION To the fullest extent permitted by law, ATLAS shall indemnify and hold harmless CLIENT against claims, demands, and lawsuits to the extent arising out of or caused by the negligence or willful misconduct of ATLAS in connection with activities conducted in the performance of the Services.

To the fullest extent permitted by law, the CLIENT shall indemnify and hold harmless ATLAS, its affiliates, shareholders, directors, officers, employees and agents, from and against claims, demands, and lawsuits, to the extent arising out of or caused by CLIENT's breach of this Agreement or the negligence or willful misconduct of the CLIENT or other contractors retained by CLIENT in connection with activities conducted in the performance of the Services. CLIENT agrees that all indemnifications granted to ATLAS shall also be granted to those subcontractors retained by ATLAS for the performance of the Services.

23. LIMIT OF LIABILITY ATLAS 's total liability for all claims or causes of action of any kind, including but not limited to negligence, bodily injury or property damage, breach of contract or warranty, shall not exceed Fifty Thousand Dollars ($50,000) or ATLAS's total fee for the Services rendered under this Agreement, whichever is greater.

24. CONSEQUENTIAL DAMAGES In no event shall either party be liable to the other party for any consequential, incidental, punitive, liquidated or indirect damages, including but not limited to loss of income, loss of profits, loss or restriction of use of property, or any other business losses, regardless if such damages are caused by breach of contract, negligent act or omission, other wrongful act, or whether ATLAS shall be advised, shall have other reason to know, or in fact shall know of the possibility of such damages.

25. WARRANTY ATLAS is not a manufacturer. If any equipment is used or purchased by ATLAS for a Proposal the manufacturer's warranties if any on the equipment are solely those of the manufacturer. ATLAS makes no other representation, guarantee, or warranty, expressed or implied, in fact or by law, whether of merchantability, fitness for any particular purpose or otherwise, concerning any of the goods or Services which may be furnished by ATLAS to CLIENT.

26. DOCUMENTS Project-specific documents and data produced by ATLAS under this Agreement shall become the property of CLIENT upon completion of the Services and payment of amounts owed ATLAS. ATLAS shall have the right, but not the obligation, to retain copies of all such materials.

27. RELIANCE Documents and data (including reports) produced by ATLAS pursuant to this Agreement relate solely to the Services for which Atlas has been retained, and are not intended or represented by ATLAS to be suitable for use or reliance beyond the scope or purpose for which they were originally prepared. No third party may rely upon such documents and data without the prior written consent of Atlas. Any such unauthorized use or dissemination will be at the sole risk and expense of the CLIENT or such third party.

28. CONFIDENTIALITY ATLAS shall treat as confidential all business or technical information furnished by CLIENT which CLIENT identifies as being confidential in writing. ATLAS shall only utilize or disclose such Confidential Information for the purpose of providing the Services contemplated under this Agreement. ATLAS shall not otherwise disclose or permit access to Confidential Information to any third party without the consent of CLIENT. ATLAS's employees, officers, agents, and subcontractors shall also be bound to these same obligations. ATLAS's obligations under this Section shall not apply to Confidential Information that is: (i) already in the public domain; (ii) developed independently by ATLAS; (iii) received by ATLAS on a non-confidential basis from others who had a right to disclose such Confidential Information; or (iv) is required to be disclosed by law or applicable court order, but only after actual prior written notice has been received by CLIENT and CLIENT has had a reasonable opportunity to protect disclosure of such Confidential Information.

29. THIRD-PARTY CLAIMS CLIENT agrees to pay ATLAS 's costs (including reasonable attorney's fees) for defending ATLAS against any claims that a third party or a regulatory agency asserts against ATLAS related to the Services that were provided to CLIENT. Claims include legal actions by a third party or regulatory agency that are based upon the discoveries,

findings or conclusions disclosed in documents or reports supplied to CLIENT by ATLAS.

30. SUBPOENAS The CLIENT is responsible for payment of ATLAS's time and expenses resulting from ATLAS's response to subpoenas issued by any party, involving any legal or administrative proceeding in which ATLAS is not named as a party, in connection with any Services performed under this Agreement. Charges are based on fee schedules in effect at the time the subpoena is served. ATLAS shall not object on CLIENT's behalf to any subpoena, but will make reasonable efforts to cooperate with CLIENT if CLIENT chooses to object.

31. TERMINATION OF CONTRACT This Agreement may be terminated by either party upon seven (7) days written notice provided that any incomplete or unfinished Services will remain in effect until completed, unless otherwise agreed to in writing. In the event of termination or suspension, by the CLIENT, ATLAS shall be paid for Services performed prior to the termination date plus reasonable termination and suspension expenses.

32. ASSIGNMENT Neither the CLIENT nor ATLAS may assign, or transfer its benefits, rights, duties, or interest in this Agreement without the written consent of the other party. This Agreement shall be binding on and inure to the benefit of the successors and assigns of the parties.

33. FORCE MAJEURE Neither CLIENT nor ATLAS shall hold the other responsible for damages or delays in performance caused by uncontrollable events, which could not reasonably have been anticipated or prevented, including but not limited to, acts of God, the public enemy, acts or directives of the Government of the United States or of the several states, or any foreign country, or any of them acting in their sovereign capacity, materially different Site conditions, wars, riots, terrorism, rebellions, sabotage, fires, explosions, accidents, floods, strikes, epidemics, pandemics, viral outbreaks, or other conceded acts of workers, lockouts, or changes in laws, regulations, or ordinances.

34. NOTICES All notices given by either party to the other under this Agreement shall be in writing and may be delivered by: (i) regular mail, postage prepaid; (ii) certified or registered mail; (iii) facsimile; (iv) email; or (v) hand-delivery, to the parties at the addresses, facsimile numbers, and email addresses appearing on the first page of this Agreement , unless otherwise designated in writing. Notices sent by mail will be deemed to be received three (3) days after deposit in the mail, properly addressed. Notices sent by certified or registered mail will be deemed to be received upon the date of the acknowledgment. Notices sent by facsimile or email will be deemed to be received upon successful transmission to the proper facsimile number, provided that the sender can produce a facsimile transmission confirmation report, or upon transmission to the proper email address (with confirmation of transmission). Notices delivered by hand-delivery will be deemed to be received upon acceptance by the respective party or its agent.

35. DISPUTE RESOLUTION In any dispute arising out of or relating to this Agreement, or a breach thereof, the parties shall first make all good faith attempts to resolve any difference by businesslike negotiations. If the conflict is not settled through negotiation, it shall be submitted to nonbinding mediation unless otherwise mutually agreed to in writing. This mediation process shall be a condition precedent to either party pursuing arbitration, litigation, or some other dispute resolution procedure, and the parties agree that any such legal action taken without first submitting to dispute resolution in accordance herewith will not be ripe for adjudication. The costs of the mediation shall be equally shared by all involved parties.

36. GENERAL PROVISIONS The captions and headings throughout this Agreement are for convenience only and do not define, limit, modify, or add to the meaning of any provision of this Agreement. If any provision of this Agreement is in conflict with any provision of the Proposal, the terms and conditions of this Agreement shall prevail unless the conflict concerns the scope of Services to be provided. If any provision shall to any extent be deemed invalid, it shall be modified if possible to fulfill the intent of the parties as reflected in the original provision and the remainder of this Agreement shall not be affected.

This Contract Document represents the entire understanding between the parties and supersedes any and all prior contracts whether written or oral. Nothing contained in this Contract Document shall be construed to be for the benefit of any persons not a party to this Agreement. No third party beneficiary rights are created.

The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the state in which the Site is located. Any legal action arising out of this Agreement shall be venued in a court of competent jurisdiction within the state and county of the Site.

No waiver by either party of any default by the other party in the performance of any provision of this Agreement shall operate as or be construed as a waiver of any future default, whether like or different in character.
ATLAS is solely responsible for the performance of this Agreement, and no parent, subsidiary or affiliated company, or any of its directors, officers, employees, or agents shall have any legal responsibility whether in contract or tort, including negligence.

37. COUNTERPARTS; ELECTRONIC SIGNATURES This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. An executed copy of this Agreement that is delivered by facsimile, email or other electronic means will be deemed to have the same legal effect as delivery of an executed original copy of this Agreement. Electronic signatures shall be deemed original signatures for purposes of this Agreement, with such electronic signatures having the same legal effect as original signatures when affixed to this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

ATLAS TECHNICAL CONSULTANTS LLC:

BY: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

CLIENT:
(Person authorized to execute contracts)

BY: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

EXHIBIT "A"

PROPOSAL

A detailed proposal needs to be attached to the Agreement as Exhibit "A"

Imperial Valley Healthcare District

BOARD MEETING DATE:

SUBJECT: Special Inspection and Material Testing Services

BACKGROUND: Atlas Technical Consultants shall conduct construction testing and inspection services for the Administration Wing Building.

KEY ISSUES:

CONTRACT VALUE: $40,585.00

CONTRACT TERM: Schedule will be coordinated with Imperial Valley Healthcare District, design consultants, and subcontractors during preconstruction prior to issuance of the baseline project schedule.

BUDGETED: Required seismic upgrade

BUDGET CLASSIFICATION:

RESPONSIBLE ADMINISTRATOR: Carly Zamora, Interim CEO

DATE SUBMITTED TO LEGAL: _____ **REVIEWED BY LEGAL:** ☐ Yes ☐ No

FIRST OR SECOND SUBMITTAL: ☐ 1st ☐ 2nd

9085 Aero Drive, Suite B
San Diego, CA 92123
(877) 215-4321 | oneatlas.com

October 8, 2026
Proposal No. 26697R2

MR. JOSEPH NOWELL
EL CENTRO REGIONAL MEDICAL CENTER
1415 ROSS AVE.
EL CENTRO CA 92243

SUBJECT: Proposal for Construction Testing and Inspection Services
Pioneers Memorial Healthcare District, Administration Wing Building, Bldg 2 (BLD-00767), Materials Testing and Condition Assessment Program (MTCAP)
Brawley, California 92227
HCAI #S260022-13-00

Dear Mr. Nowell,

In accordance with your request, Atlas Technical Consultants LLC (Atlas) is pleased to submit this proposal to address the requirements for special inspection and materials testing as indicated in the project documents. Special inspection required will consist of cast-in-place reinforced concrete.

SCOPE OF WORK

Special Inspection and Materials Testing Services

Atlas' proposed scope of work for special inspection and materials testing will consist of:

- Reinforcing Steel
  - Inspect periodically during placement of steel/tendons, and before placement of concrete
- Reinforced Concrete
  - Inspect continuously concrete/shotcrete during the placement
  - Fabricate, transport, and test concrete during the placement for slump, temperature, and compressive strength at the rate of one set of five concrete test cylinders per 150 cubic yards, 5,000 square-feet, or for each day's placement
- Prepare Verified Report at the completion of the project.

We will provide daily inspection reports describing the work inspected and stating compliance or non-compliance with the project documents. Atlas daily field reports will be sent to the requested recipients electronically daily. We will provide supervision of our project personnel by our project

manager. The project manager will review reports and test results, attend site meetings as requested, and review billing. Additionally, the project manager will act as a point of contact and will be available to answer questions that may arise.

FEE

Our budget estimate for services is based on our review of the project documents and past experience on similar projects.

We propose to provide our services on a time and materials basis according to the Schedule of Fees included in this budget estimate.

Based on the above scope, we estimate our fees to be approximately **$40,585**. A cost table presenting a breakdown of our estimate has been provided in this budget estimate.

Notes:

(1) Recognizing that our services are directly dependent upon the performance of others, we will invoice for services rendered at the specified unit rates for the quantities shown on the attached budget estimate. Unforeseen conditions, unfavorable weather, and other unanticipated conditions may affect the actual duration of the work. Services in addition to those described in this budget estimate may be requested by or on behalf of the client and will be invoiced on a time and materials basis at the unit rates outlined in this document.

(2) The unit costs shown are based upon work taking place between the hours of 0600 and 1700; Monday through Friday, excluding nationally recognized holidays. Work performed on a Saturday or more than 8 hours on a given day will be invoiced at 1.5 times the standard rate. Work performed on Sunday or nationally recognized holidays will be invoiced at 2 times the standard rate. Unscheduled cancellations will be invoiced a minimum of 2 hours. All other terms and conditions shall be per our standard Schedule of Fees.

DEFINITION OF RESPONSIBILITY

The presence of our field representative will be for the purpose of observing the construction and reporting its general compliance with the approved plans and the applicable building codes. Our work does not include the supervision or direction of the contractor's work, their employees, or their agents. The contractor is responsible for their services, and neither the presence of our field personnel nor the observation and testing by this firm should excuse the contractor in any way for defects in their work. It should further be understood that we are not responsible for site safety. During the course of a subsurface investigation, heavy equipment may disrupt the site.

AUTHORIZATION

This budget estimate will be valid for 90 days. If this budget estimate meets with your approval, please authorize our services by signing the attached Client Services Agreement and returning it to our office. We will, in turn, send you a fully executed original for your records.

Atlas appreciates this opportunity to provide our professional services and is most interested in becoming a member of your consultant team. Atlas has considerable experience in successfully providing these services and we are confident that we can provide them in a timely and cost-effective manner. Should you have any questions regarding this budget estimate, or if we may be of further service, please contact the undersigned.

Respectfully submitted,
ATLAS TECHNICAL CONSULTANTS LLC

Aklilu Estifanos, PE, MSI
Project Manager / Estimator
Aklilu.Estifanos@oneatlas.com

Daniel Ferguson
CMT Project Manager 3
Daniel.Ferguson@oneatlas.com

AE:DF:jm

Attachments: Budget Estimate Summary
2025 Schedule of Fees
Professional Services Agreement

Distribution: joseph.nowell@ecrmc.org

Project: Pioneers Memorial Healthcare District, Original Hospital Building, Bldg 01A (BLD-00765), Materials Testing and Condition Assessment Program (MTCAP) - El Centro Regional Medical Center/Imperial Valley Healthcare District

Atlas Proposal No. 26697R2

Client: El Centro Regional Medical Center

October 8, 2026

Budget Summary/Cost Estimate Table

Non Prevailing Wage Rates

BUDGET ESTIMATE SUMMARY
CONSTRUCTION TESTING SERVICES

	Estimated Hours/Unit		Rate/Unit		Total Cost
SPECIAL INSPECTOR/FIELD SERVICES					**$19,080.00**
Concrete					
Material Sample Pick Ups	52 hours	@	$100.00	/hour	$5,200.00
Special Inspection (Group 2)	52 hours	@	$95.00	/hour	$4,940.00
Miscellaneous Items					
Travel Time	52 hours	@	$95.00	/hour	$4,940.00
Vehicle	26 days	@	$100.00	/day	$2,600.00
Air Meter	28 days	@	$50.00	/day	$1,400.00
PROJECT MANAGEMENT					**$1,425.00**
Project Manager	6 hours	@	$190.00	/hour	$1,140.00
Administrative Assistant	3 hours	@	$95.00	/hour	$285.00
ANALYSIS AND REPORT PREPARATION					**$3,585.00**
Senior Professional - Laboratory Testing Review	5 hours	@	$215.00	/hour	$1,075.00
Senior Professional - Final Report	4 hours	@	$215.00	/hour	$860.00
Draftsman	15 hours	@	$110.00	/hour	$1,650.00
MATERIALS LAB TESTING					**$16,495.00**
Concrete Core Compressive Strength	6 tests	@	$75.00	/test	$450.00
Unit Weight, Hardened Concrete	6 tests	@	$70.00	/test	$420.00
Concrete Modulus of Elasticity	6 tests	@	$320.00	/test	$1,920.00
Reinforcing Steel Physical Characteristics (Tensile Strength, Modulus of Elasticity, Elongation, Deformation, Etc.)	6 tests	@	$570.00	/test	$3,420.00
Reinforcing Steel Chemical Composition and Carbon Equivalent	6 tests	@	$840.00	/test	$5,040.00
Grout Patch Compressive Strength	18 tests	@	$35.00	/test	$630.00
Concrete Cylinder Compression (Cal 521, ASTM C39)	65 tests	@	$35.00	/test	$2,275.00
Tensile Strength & Bend Test Reinforcing Steel (ASTM A615/A706) (Patch Rebar)	6 tests	@	$155.00	/test	$930.00
Structural Steel Chemical Composition	1 tests	@	$840.00	/test	$840.00
Structural Steel (Tensile Strength, Modulus of Elasticity, Elongation, Deformation, Etc.)	1 tests	@	$570.00	/test	$570.00
TOTAL FOR CONSTRUCTION TESTING SERVICES					**$40,585.00**

ASSUMPTIONS - GENERAL

1 A construction schedule was not available for this estimate.
2 Plans were available for this estimate.
3 Assumes an 8-hour day at 5 days per week.
4 No weekend work is scheduled.
5 This budget estimate reflects realistic amounts of inspection and testing at the Non **Prevailing** Wage inspection rate.
6 The client will be invoiced in 4 and 8 hour increments.
7 The hourly rate reflects an anticipated start date of 2026.
8 All field services will be charged portal to portal.Travel time is subject to overtime.
9 All work performed outside our scope of service will be invoiced per Atlas 2025 Schedule of Fees.
Assumes condition assessment will be performed by other than Atlas.
All field services will be charged portal to portal.

SOUTHERN CALIFORNIA SCHEDULE OF FEES

Effective January 1, 2025

PROFESSIONAL SERVICES

Professional (Engineering, Geology, Geophysics, Environment, Envelope Services)

Director/Principal Professional	$250
Senior Professional	215
Project Professional	190
Staff Professional	160
Drafter Level II	120
Drafter Level I	110

Project Management

Senior Project Manager	$210
Project Manager	190
Administrative Assistant	95

Field Services (Geotechnical Inspection)

Field Supervisor	$190
LA Certified Grading Inspector	180
Field Technician	90
Laboratory Technician	100
Special Inspector	95
Building Inspector	110
Fire Stop Inspector	110
Multi-Carded Special Inspector	115
NDT Inspector (UT, MT, DT, VT)	120
Coring	160

Field Services (SUE Level B Utility Evaluations)

Line Tracer, Electromagnetics, Magnetics	
Hourly Rate	$165
Mob/Demob	330
Letter Report	340
Map (per day of field work)	350
Additional Travel Time (2-hours outside San Diego)	165

Field Services (Potholing – 3-4 holes/day)

Full Day Vacuum Utilivac (Backfill materials not included)	$1,500
Hourly Rate	165
Mob/Demob	330
Additional Travel Time (2-hours outside San Diego)	165

Field Services (Rebar Locating)

Ground Penetrating Radar: Full Day (one person crew)	$1,390
Hourly Rate (A Mob/Demob charge of $190 applies to projects billed on hourly rates)	150
Letter Report	340
Map (per day of field work)	395
Ground Penetrating Radar: Full Day (two person crew)	2,530
Hourly Rate (A Mob/Demob charge of $325 applies to projects billed on hourly rates)	275
Letter Report	340
Map (per day of field work)	395

Field Services (Geophysical Data Acquisition)

UST, Landfill, Oil Well, Void, Pile Integrity Testing	
Full Day	$3,000
Hourly Rate (A Mob/Demob charge of $400 applies to projects billed on hourly rates)	325

Field Services (Advanced Geophysical Studies)

Seismic, Sting ERT, Resistivity, Groundwater, UXO/MEC	
Full Day	$3,600
Hourly Rate (A Mob/Demob charge of $600 applies to projects billed on hourly rates)	375

Field Services (Seismic ReMi)

One Line	$1,815
Each Additional Line	360
For Pavement/Requires Drilling	310

Field Services (Vibration Monitoring)

Mobilization	$1,170
Equipment (Daily)	235
Daily Analysis & Reporting (Daily)	95
Final Report Preparation	830
Manned Vibration Monitoring	Quote

Travel and Miscellaneous

Pick Up	$100/hour
Vehicle/Truck	100/day
Nuclear Gauge	50/day
Torque Wrench	50/day
Pull Testing	75/day
Air Meter	50/day
NDT Equipment	60/day
Coring Equipment	95/day
Travel Time Hourly Rate (or $135/hour beyond 1 hour from San Diego for Geophysical Crews)	
Overtime and Saturday Rate	1.5 x Regular Hourly Rate
Sunday and Nationally Recognized Holiday Rate (including the day after Thanksgiving)	2 x Regular Hourly Rate
Rush Surcharge	Normal Rate plus 50%
Per Diem (variable, depending on location)	Quote
Specialty Equipment Surcharge	Quote

LABORATORY TESTS

Soil and Aggregate

California Bearing Ratio (ASTM D854)	$515
California Impact (Cal 216)	255
Clay Lumps in Aggregate (ASTM C142)	185
Cleanness Value (Cal 227)	245
Compressive Strength of Rock Core (ASTM D7012)	320
Consolidation (ASTM D2435)	245
Corrosivity Testing (Soluble Chlorides and Sulfates, pH and Resistivity)	230
Crushed Particles (Cal 205, ASTM D5821)	185
Direct Shear (ASTM D3080)	320
Durability Factor (Cal 229, ASTM D3744)	120
Durability Index (Cal 229, ASTM D3744)	275
Expansion Index (ASTM D4829)	220
Fine Aggregate Angularity (AASHTO T304)	245
Fineness Modulus (ASTM C136)	35
Flat & Elongated Pieces (ASTM D4791)	215
Light Weight Pieces (ASTM C123)	215
Liquid Limit (Cal 204, ASTM D4318)	95
Los Angeles Abrasion (Cal 211, ASTM C131)	275
Maximum Density Check Point (ASTM D698/D1557)	110
Maximum Density/Optimum Moisture – 4 inch (ASTM D698, D1557)	245
Maximum Density/Optimum Moisture – 6 inch (ASTM D698, D1557)	270
Minimum Density (ASTM D1556)	95
Moisture Content (Cal 226, ASTM C566, ASTM D2216)	45
Natural Density Chunk Sample (ASTM D2937)	55
Natural Moisture/Density Ring or Core Sample (ASTM D2937)	50
One-Dimensional Swell or Collapse of Soils – per point (ASTM D4546)	235
Organic Impurities (Cal 213, ASTM C40)	115
Organic Matter (ASTM D2974)	95
Percent Finer than #200 (ASTM C117, ASTM D1140)	90
Permeability Remold Sample (ASTM D2434)	245
Permeability Remold Sample (ASTM D5084)	Quote
Permeability Undisturbed Sample (ASTM D5084)	Quote
Petrographic Analysis (Cal 215, ASTM C295)	Quote
pH & Resistivity (Cal 643, ASTM G51)	155
Plasticity Index (Cal 204, ASTM 4318)	160
Potential Reactivity (ASTM C289)	270
Residual Shear (ASTM D6467)	545
Rock Correction (ASTM D4718)	35
R-Value (Cal 301, ASTM D2844)	340
Sand Castle Test (USACE)	240
Sand Equivalent (Cal 217, ASTM D2419)	110
Sieve Analysis (ASTM C136, ASTM D6913, Cal 202)	135
Sieve Analysis with Hydrometer (Cal 203, ASTM D422)	245
Soil Cement Compression Strength (Cal 312, ASTM D1633)	65
Soil Cement Cylinder Fabrication (Cal 312, ASTM D1632)	125
Soil Cement Mixtures, Wetting and Drying (ASTM D559)	1,400

Soluble Chlorides (Cal 422)	80
Soluble Sulfate (Cal 417)	80
Soundness 5 Cycles (Cal 214, ASTM C88)	460
Specific Gravity Coarse Aggregate (Cal 206, ASTM C127)	145
Specific Gravity Fine Aggregate (Cal 207, ASTM C128)	145
Thermal Resistivity of Soils (remolded sample) (IEEE 422)	1,285
Triaxial Shear Consolidated – Undrained (ASTM D4767)	Quote
Triaxial Shear Unconsolidated – Undrained (ASTM D2850)	Quote
Triaxial Staged Consolidated – Undrained (ASTM D4767)	Quote
Triaxial Staged Unconsolidated – Undrained (ASTM D2850)	Quote
Unconfined Compression (ASTM D2166)	200
Unit Weight Aggregate (Cal 212, ASTM C29)	100

Asphalt Concrete

Asphalt Core Specific Gravity (Cal 308, ASTM D2726)	$85
Asphalt Core Specific Gravity Waxed (Cal 308, ASTM D1188)	105
Emulsion Content (CTM 382)	220
Film Stripping (Cal 302)	Quote
Gyratory Compacted Maximum Specific Gravity (AASHTO T312)	430
Hamburg Wheel Plant Produced HMA (AASHTO T324/Caltrans Section 39)	1,105
Hveem Maximum Bulk Specific Gravity (Cal 308)	370
Hveem & Stabilometer Value (Cal 366)	490
Ignition Oven Correction Factor (AASHTO T308)	310
Ignition Oven Degradation Factor (AASHTO T308)	310
Marshall Density Stability & Flow (ASTM D6927)	490
Marshall Density (ASTM D6926)	370
Moisture Content of Asphalt Mixtures Using Microwave (Cal 370)	65
Moisture Vapor Susceptibility (Cal 307)	Quote
Optimum Bitumen Content (AASHTO R35/Cal 367)	3,750
Percent Bitumen Asphaltic Concrete (Cal 382, ASTM D6307)	220
Residue by Evaporation (Cal 331)	220
Rice Maximum Theoretical Specific Gravity AC (Cal 309, ASTM D2041)	165
Sieve Analysis Extracted Aggregate (Cal 382, ASTM D5444)	115
Stability and Flow (ASTM D1559)	430
Stabilometer Value (Cal 366)	430
Tensile Strength Ratio Plant Produced HMA (AASHTO T283)	1,105
Wet Track Abrasion (ASTM D3910)	230

Concrete

2X2 Cube Compression	$35
Chloride Ion Testing (ASTM C1218)	270
Concrete Core Compression (ASTM C42)	75
Concrete Cylinder Compression (Cal 521, ASTM C39)	35
Flex Beam Modulus of Rupture (Cal 523, ASTM C78)	95
Modulus of Elasticity (Cal 522, ASTM C469)	320
Shotcrete Mockup Panel (ASTM C1140)	1,275
Shotcrete Panel, 3 Cores Compression (CBC)	360
Shrinkage Hardened Concrete (ASTM C157 Modified)	455
Split Tensile Concrete Cylinder (ASTM C496)	95
Time of Set (ASTM C403)	245
Trial Batch Fabrication (ASTM C192)	375
Unit Weight Hardened Concrete (ASTM C642)	70
Unit Weight Lightweight Concrete (ASTM C567)	90

Masonry

Absorption Block (ASTM C140)	$145
Compression Adobe	195
Compression Block Standard (ASTM C140)	185
Compression Brick (ASTM C67)	145
Efflorescence Block	215
Efflorescence Brick (ASTM C67)	215
Grout Prism Compression (ASTM C1019)	35
Masonry Core Compression (ASTM C42)	65
Masonry Core Shear (CBC 2105A.4)	120
Masonry Prism Compression (ASTM E447)	185
Modulus of Elasticity (Masonry Prism)	310
Mortar Bond Strength Pull Test (ASTM C482)	80
Mortar Cylinder Compression	35
Mortar Shear Strength (ANSI 118)	125

Relative Mortar Strength (Cal 515)	1,045
Shrinkage Masonry Block (ASTM C426)	310
Trial Grout Prisms (ASTM C942)	50
Water Retention and Air Content (ASTM C270)	675

Metal

Bolt Assembly Hardness Test	$95
Bolt Assembly Tensile & Proof Load Test	155
Chemical Analysis	840*
Modulus of Elasticity (Steel)	320
Post-Tension Tendon Tensile Testing	230
Tensile Strength & Bend Test Structural Steel (ASTM A370)	235
Tensile Strength & Bend Test Reinforcing Steel (ASTM A615/A706)	155
Tensile Strength #14 to #18 Bar (ASTM A615)	Quote
Tensile Strength Mechanical Splices #9 and Smaller (Cal 670)	Quote
Tensile Strength Mechanical Splices #10 to #14 (Cal 670)	Quote
Tensile Strength Mechanical Splices #18 (Cal 670)	Quote

Miscellaneous

Fireproofing Density Test (ASTM E605)	$100
Fiber Reinforced Polymer Tensile (ASTM D3039)	705
Material Preparation	105
Relative Humidity Test (ASTM F2170)	100/kit
Concrete Vapor Emission Kits (ASTM F1869)	90/kit
Miscellaneous Charges	Various
Default Expense	Various

TERMS AND CONDITIONS

All field services will be charged portal to portal with the following minimum charges:

1. The client will be invoiced only for the hours actually worked in 4 and 8 hour increments.
2. A 2-hour show-up charge will be applied to any service canceled the same day of service.
3. Work in excess of 8 hours up to 12 hours in a single day will be charged in 1-hour increments at 1.5 times the standard rate.
4. Work in excess of 12 hours in a single day will be charged in 1-hour increments at 2 times the standard rate.

Work performed by field or laboratory personnel outside of normal business hours (6:30 a.m. to 5:00 p.m.) will be charged a premium on a case-by-case basis. Work performed for Geophysical Studies outside of a standard work week will be charged an additional 50%.

Fees for specialty geophysical services such as seismic reflection, crosshole, gravity, pile integrity testing, vibration monitoring, magnetotellurics, UXO, MEC, etc. will based on a per project basis. Utility focused projects requiring specialized training such as MSHA (mines) or RSO (refineries) will be billed at a General Geophysical rate.

Other Direct Charges: Our company reserves the right to charge for services outside of the contract in the form of reimbursables, including but not limited to the following: jack and ram calibration, diamond coring bits, fuel, patching materials, mileage, travel time, equipment rental, and administrative time.

Mileage will be charged at the standard federal rate per mile for distances more than 50 miles from the location of dispatch. Per Diem charges will be applied to projects outside a 50-mile radius of our office.

Subcontracted services will be charged at cost plus 20 percent.

Invoices will be submitted monthly. These invoices are due in full upon presentation to the client. Invoices outstanding more than 30 days will be considered past due. A finance charge computed at the rate of 1.5 percent per month, which is an annual rate of 18 percent, will be charged on all past due accounts. If legal action is brought on delinquent accounts, the prevailing party shall be entitled to recover its reasonable attorney's fees and other costs of collection.

Our services are performed in accordance with the current standards of practice in the industry. No other warranty or representation, express or implied, is made or intended.

CLIENT SERVICES AGREEMENT

This AGREEMENT is made this 8th of October 2026, by and between EL CENTRO REGIONAL MEDICAL CENTER its employees, officers, directors, affiliates, subsidiaries, and agents (CLIENT) at 1415 ROSS AVE., EL CENTRO CA 92243 and ATLAS TECHNICAL CONSULTANTS LLC, its employees, officers, directors, affiliates, subsidiaries, and agents (ATLAS) at 9085 Aero Drive Suite B, San Diego, CA 92123.

Whereas, CLIENT intends to employ ATLAS to provide [type of work to be performed + project name/location + proposal number] (hereinafter referred to as "Services");

Whereas, ATLAS desires to contract with CLIENT and perform such Services and CLIENT desires to accept such Services;

Now, therefore, in consideration of the terms and conditions hereinafter set forth, the parties mutually agree as follows:

DESIGNATED REPRESENTATIVES Except as expressly specified otherwise in writing, the parties designate the following named individuals as their authorized representatives to provide approvals, directives, and permissions, including changes, and to receive notices or other communications under this agreement at the following addresses:

ATLAS: Steven Gilbert 9085 Aero Drive Suite B, San Diego, CA 92123

CLIENT: JOSEPH NOWELL 1415 ROSS AVE., EL CENTRO CA 92243

PROPOSAL NAME/NUMBER/DATE: Pioneers Memorial Healthcare District, Administration Wing Building, Bldg 2 (BLD-00767), Materials Testing and Condition Assessment Program (MTCAP) / 26697R2 / October 7, 2026

1. **SERVICES TO BE PERFORMED** ATLAS shall perform the Services as described in the Proposal referenced above, which is attached hereto as Exhibit A and incorporated into this Agreement by reference. The Proposal describes the work to be performed (Services), the location (Site), fees and/or rates to be charged, certain special conditions of performance including equipment, sampling protocols, and necessary reimbursable expenses. ATLAS will be authorized to proceed with the Services, when CLIENT indicates its acceptance by signing this Agreement or, if not practical because of timing or other constraints, by e-mail to ATLAS. The Proposal, this Agreement and any attachments pertaining thereto shall comprise the Contract Document.

2. **ADDITIONAL SERVICES** If any additional or different Services are required to complete an existing Proposal, these additional Services shall be conveyed to CLIENT and approved by the CLIENT in writing.

3. **COMPENSATION** CLIENT will pay ATLAS for Services and expenses in accordance with the Proposal. ATLAS will make reasonable, good faith efforts to perform the Services and accomplish the objectives defined in this Agreement within any written cost estimate provided by ATLAS. CLIENT recognizes that unforeseen circumstances along with changes in scope and schedule can influence the completion of Services within the estimated costs. The use of an estimate of fees or a "not to exceed" limitation is ATLAS's professional judgment of costs, given the information that was provided but is not a guarantee that the Services will be completed for that amount. ATLAS will submit periodic invoices to CLIENT together with reasonable supporting documentation requested by CLIENT and a final bill upon completion of its services. Unless otherwise agreed in writing, there shall be no retainage. Payment is due within thirty (30) days of the invoice date regardless of whether CLIENT has been reimbursed by any other party. ATLAS reserves the right to assess a finance charge of 1.5% per month, calculated from the invoice due date, on any invoices not paid within thirty (30) days. ATLAS reserves the right to withhold reports until payment is received and may further suspend work and vacate the site if all undisputed payment amounts are not received within sixty (60) days after the invoice date. CLIENT will indemnify ATLAS for all claims concerning the suspension of work for nonpayment regardless of whether the claims are made by the CLIENT, someone claiming through the CLIENT, or by a third party. CLIENT agrees to pay ATLAS's attorney's fees, and all other costs incurred in collecting past due amounts.

If CLIENT objects in good faith to any portion of an invoice, CLIENT must so notify ATLAS within ten (10) days of the invoice date, identifying the cause of disagreement, and pay when due the portion of the invoice not in dispute. The parties will immediately make every effort to resolve the disputed portion of the invoice. Any dispute over invoiced amounts due which

cannot be resolved within fourteen (14) days by direct negotiation between the parties shall be resolved in accordance with the Dispute Resolution provisions of this Agreement. Payment thereafter will first be applied to accrued interest and then to the unpaid principal amount. Finance charges as stated above shall be paid by the CLIENT on all disputed invoice amounts that are subsequently resolved in ATLAS's favor, calculated on the unpaid balance from the due date of the invoice.

4. PREVAILING WAGE It shall be CLIENT's sole responsibility to notify ATLAS in writing of any prevailing wage requirements before any services are performed for the project. In the event notification is not given to ATLAS, CLIENT shall be fully responsible for payment of all fines, penalties, and/or damages imposed upon ATLAS.

5. EXPENSES Unless otherwise stated in the Proposal, CLIENT agrees to pay ATLAS for its reimbursable expenses, in addition to its fees. Reimbursable expenses are expenditures made by ATLAS in the interest of the contracted Services. Reimbursable expenses shall be billed, and paid, in accordance with the schedule included with the Proposal. ATLAS will submit a Change Order to CLIENT detailing other reimbursable expenses not outlined in the Proposal.

6. INSURANCE ATLAS agrees that it now carries, and will continue to carry during the performance of any Services under this Agreement, Workers' Compensation and Employer's Liability, Commercial General Liability (including Contractual Liability), Commercial Automobile Liability, Professional Liability and Contractor's Pollution Liability insurance coverage with limits at or above those described, as follows:

a. Workers' Compensation (statutory)	
Employer's Liability	
Each accident	$1,000,000
Disease – Each Employee	$1,000,000
Disease – Policy Limit	$1,000,000
b. Commercial General Liability	
Each Occurrence	$1,000,000
Personal and Advertising Injury	$1,000,000
General Aggregate	
Products and Completed	$2,000,000
Operations Aggregate	$2,000,000
c. Commercial Automobile Liability	
Combined Single Limit	$1,000,000
d. Errors and Omissions / Professional Liability	
Each Claim	$1,000,000
Annual Aggregate	$1,000,000
e. Contractor's Pollution Liability	
Each Claim	$1,000,000
Annual Aggregate	$1,000,000

7. OBLIGATIONS OF CLIENT CLIENT warrants that all information provided to ATLAS concerning the required Services is complete and accurate to the best of CLIENT's knowledge. CLIENT agrees to advise ATLAS prior to commencement of the Services, and during the work, of any hazardous conditions on or near the Site known to CLIENT. CLIENT understands that ATLAS is relying upon the completeness and accuracy of information supplied to it by CLIENT and ATLAS will not independently verify such information unless otherwise provided in the Service Order. CLIENT shall be solely responsible for and shall indemnify and hold harmless ATLAS for any costs, expenses or damages incurred by ATLAS due to CLIENT's failure to follow applicable reporting and governmental requirements. CLIENT will not hold ATLAS liable if ATLAS's recommendations are not followed and expressly waives any claim against ATLAS, and agrees to defend, indemnify and hold ATLAS harmless from any claim or liability for injury or loss that results from failure to properly implement ATLAS's recommendations.

8. STANDARD OF CARE ATLAS's Services as defined by the Proposal shall be performed in accordance with generally accepted industry principles and practices, consistent with a level of care and skill ordinarily practiced by members of the same profession currently providing similar services under similar circumstances at the time the Services were provided. No other representation nor a warranty of any kind, express or implied, is made or intended by ATLAS, its employees or agents, in connection with the Services provided under this Agreement. CLIENT agrees to give ATLAS written notice of any breach or default under this Section 8 within one (1) year of the completion of the Services and to provide ATLAS a

reasonable opportunity to cure such breach or default, without the payment of additional fees to ATLAS, as a condition precedent to any claim for damages.

9. LIMITATIONS OF METHOD RELIABILITY The CLIENT recognizes and agrees that all testing and remediation methods have inherent reliability limitations; no method or number of sampling locations can guarantee that a condition will be discovered within the performance of the Services as authorized by the CLIENT. The CLIENT further acknowledges and agrees that reliability of testing or remediation methods varies according to the sampling frequency and other variables and that these factors, including cost, have been considered in the CLIENT's selection of Services. ATLAS's observations and standardized sampling, inspection and testing procedures employed only represent conditions observed and activities only at the precise location and time where and when Services were performed at the time of the Site visit. CLIENT recognizes that conditions of materials and activities at other locations may vary from those measured or observed, and that conditions at one location and time do not necessarily indicate the conditions of apparently identical material(s) at other locations and times. ATLAS is not responsible for changes that may occur to the Site after ATLAS completes the Services.

10. CONTROL OF WORK AND JOB-SITE SAFETY ATLAS shall be responsible for its activities and that of its employees and subcontractors, and CLIENT acknowledges that ATLAS will not direct, supervise or control the work of other consultants and contractors or their subcontractors. Furthermore, ATLAS shall not guarantee or be responsible for health and safety, procedures, construction means, methods, techniques, sequences, or procedures, nor be responsible for the acts or omissions of contractors or other parties on the Site. ATLAS's testing, observation, or inspection of the work of other parties on a project, even if performed on a continuous basis, shall not relieve such parties of their responsibility to perform their work in accordance with applicable plans, specifications and safety requirements. Continuous monitoring by ATLAS's employees does not mean that ATLAS is observing or verifying all Site work or placement of all materials. CLIENT agrees that ATLAS will only make on-Site observations appropriate to the Services provided by ATLAS and will not relieve others of their responsibilities to perform the work.

11. TEST AND SAMPLING LOCATIONS Unless otherwise specified in the Proposal, the Services do not include surveying the Site or precisely identifying sampling, inspection or test locations, depths or elevations, and any sampling, inspection and test locations, depths and elevations will be based on field estimates and information furnished by CLIENT and its representatives. Unless stated otherwise in the report, the accuracy of any test or sampling locations and elevations will be commensurate only with approximate measurements or estimates. CLIENT should retain the services of a professional surveyor if greater accuracy is required. CLIENT will furnish a diagram indicating the accurate location of the Site. Sample locations may also be indicated on the diagram. ATLAS reserves the right to deviate a reasonable distance from the boring and sampling locations unless the CLIENT specifically revokes this right in writing at the time the diagram is supplied.

12. INTERPRETATION OF DATA ATLAS is responsible only for those data, interpretations, and recommendations regarding the actual materials and activities observed, sampled, inspected or tested, and shall not be responsible for the use or interpretation of ATLAS data by third parties, or the information developed by third parties from such data. CLIENT acknowledges that subsurface conditions may vary from those encountered at the locations where the borings, surveys, or explorations are made by ATLAS. CLIENT further recognizes that the data interpretations and recommendations of ATLAS's personnel are based solely on the information available to them, and that ATLAS may make certain inferences based upon the information derived from these observations, samples, inspections, or tests to formulate professional opinions regarding conditions in other areas.

13. THIRD PARTY INFORMATION ATLAS is dependent on information available from various governmental agencies and private database firms to aid in evaluating the history of the Site. ATLAS shall not be liable for any such agency's or database firm's failure to make relevant files or documents properly available, to properly index files, or otherwise to fail to maintain or produce accurate or complete records.

14. SITE ACCESS CLIENT grants or shall obtain for ATLAS a right of entry to all parts of the Site necessary to complete the requested Services and unless otherwise specified in the Proposal, it represents that it has obtained the applicable permits and licenses for the proposed Services. If CLIENT does not own the Site, CLIENT represents that it has or will obtain prior to the commencement of the Services, the authority and permission of the owner and/or the occupant of the Site. CLIENT acknowledges that due to the nature of some Services unavoidable damage may occur. CLIENT waives its right of recovery for such unavoidable damage, and if CLIENT is not the owner of the Site, CLIENT agrees to indemnify and defend ATLAS against any claims by the owner and/or occupant for any such damage.

Unless otherwise specified in the Proposal, ATLAS is not liable for damages caused by exploratory demolition or investigation to identify, quantify, or evaluate building materials, systems, and/or components not readily accessible to ATLAS during ATLAS's performance of the Services. ATLAS is not responsible for unforeseen conditions that exist on the Site within building systems that prohibit or deter ATLAS from gaining access to building materials, systems, and/or components.

15. ENGINEERING AND CONSTRUCTION SERVICES If the Services requested only require geotechnical engineering, subsurface exploration, construction materials testing, and/or engineering, ATLAS assumes that there are no hazardous substances or constituents in the soils or groundwater underlying the Site. ATLAS's duties and responsibilities are limited to performing tests and monitoring of specific construction activities as outlined in the Proposal. Unless otherwise specified in the Proposal, any consulting, testing or monitoring related to environmental conditions, including, but not limited to hazardous waste, soil or groundwater contamination, or air pollutants are not part of ATLAS's engineering and construction Services. If it becomes apparent during the field exploration that hazardous substances or constituents may be present, field operations will be terminated without liability.

16. OPINIONS OF COSTS ATLAS may, subject to the terms and limitations set forth in this Agreement, provide estimates relative to costs for remediation or construction as appropriate based on available data, designs, or recommendations. However, these opinions are intended to provide information on the range of costs and are not intended for reliance or use in firm budgeting or negotiation unless specifically agreed to in writing by ATLAS. CLIENT acknowledges that ATLAS's estimate may end up being substantially different than the ultimate cost, and CLIENT agrees it will not hold ATLAS liable for any variances between actual and estimated quantities, and further agrees to defend, indemnify and hold ATLAS harmless from any claim or liability for any such increased costs.

17. UTILITIES Unless otherwise specified in the Proposal, it is CLIENT's responsibility to mark or furnish the locations of all underground man-made obstructions at all Sites that the CLIENT owns and/or operates. CLIENT shall indemnify, defend and hold harmless ATLAS from and against any claims, losses or damages incurred or asserted against ATLAS related to the CLIENT's or a third party's failure to mark, protect or advise ATLAS of underground structures or utilities.

18. ROOF CUTS Unless otherwise specified in the Proposal, if roof cuts/samples are required by the Services, it is the CLIENT's responsibility to make appropriate repairs. If a roofing contractor or maintenance personnel selected by CLIENT is not on the roof to make repairs at the time samples are obtained, ATLAS may make temporary repairs, which may result in additional charges. ATLAS personnel are not certified in roofing repair, therefore under no circumstances, shall ATLAS be responsible for any water damage to the roofing system, building, or its contents resulting from ATLAS's temporary repairs.

19. SAMPLES AND EQUIPMENT Unless otherwise specified in the Proposal or required by law, ATLAS will not retain any samples obtained from the Site. At no time does ATLAS assume title to the samples; all samples shall remain the property of the CLIENT.

All laboratory and field equipment contaminated during ATLAS's Services that cannot be readily and adequately cleansed of its hazardous contaminants shall become the property and responsibility of CLIENT. CLIENT shall purchase all such equipment as an expense of the Services, and it shall be turned over to CLIENT for proper disposal unless otherwise specified in the Proposal.

20. HAZARDOUS CONDITIONS OR SUBSTANCES The CLIENT acknowledges that Services that include hazardous or toxic materials and/or investigations of chemicals involve inherent uncertainties, such as limitations on laboratory analytical methods and variations in subsurface conditions. Such uncertainties may adversely affect the results of the Services, even though the Services are performed with skill and care. CLIENT further acknowledges that ATLAS has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, substance or constituent at the Site. All Site generated hazardous and non-hazardous waste, including used disposable protective gear and equipment, are the property of the CLIENT.

CLIENT agrees to defend, indemnify and hold harmless ATLAS against all claims for injury or loss sustained by any party, including the United States, from exposure, release, or the presence of any such hazardous, radioactive, toxic, irritant, pollutant, substance or constituent at the Site. This indemnity includes but is not limited to, ATLAS acting as CLIENT's agent to sign waste manifests, allegations that ATLAS is a handler, generator, operator, treater or storer, transporter or disposer under any federal, state or local, law, regulation or ordinance, and CLIENT's or third party's violation of federal, state or

local, law, regulation or ordinance, related to the handling, storage, or disposal of hazardous substances or constituents at/or introduced to the Site, before or after the completion of the Services.

21. RIGHT TO STOP WORK If, during the performance of the Services, any unforeseen hazardous substance, material, element, constituent, condition, or occurrence is encountered which, in ATLAS 's reasonable judgment significantly affects or may affect the Services provided, the risk involved in providing the Services, or the recommended scope of Services, ATLAS may immediately suspend work.

22. ATLAS AND CLIENT INDEMNIFICATION To the fullest extent permitted by law, ATLAS shall indemnify and hold harmless CLIENT against claims, demands, and lawsuits to the extent arising out of or caused by the negligence or willful misconduct of ATLAS in connection with activities conducted in the performance of the Services.

To the fullest extent permitted by law, the CLIENT shall indemnify and hold harmless ATLAS, its affiliates, shareholders, directors, officers, employees and agents, from and against claims, demands, and lawsuits, to the extent arising out of or caused by CLIENT's breach of this Agreement or the negligence or willful misconduct of the CLIENT or other contractors retained by CLIENT in connection with activities conducted in the performance of the Services. CLIENT agrees that all indemnifications granted to ATLAS shall also be granted to those subcontractors retained by ATLAS for the performance of the Services.

23. LIMIT OF LIABILITY ATLAS 's total liability for all claims or causes of action of any kind, including but not limited to negligence, bodily injury or property damage, breach of contract or warranty, shall not exceed Fifty Thousand Dollars ($50,000) or ATLAS's total fee for the Services rendered under this Agreement, whichever is greater.

24. CONSEQUENTIAL DAMAGES In no event shall either party be liable to the other party for any consequential, incidental, punitive, liquidated or indirect damages, including but not limited to loss of income, loss of profits, loss or restriction of use of property, or any other business losses, regardless if such damages are caused by breach of contract, negligent act or omission, other wrongful act, or whether ATLAS shall be advised, shall have other reason to know, or in fact shall know of the possibility of such damages.

25. WARRANTY ATLAS is not a manufacturer. If any equipment is used or purchased by ATLAS for a Proposal the manufacturer's warranties if any on the equipment are solely those of the manufacturer. ATLAS makes no other representation, guarantee, or warranty, expressed or implied, in fact or by law, whether of merchantability, fitness for any particular purpose or otherwise, concerning any of the goods or Services which may be furnished by ATLAS to CLIENT.

26. DOCUMENTS Project-specific documents and data produced by ATLAS under this Agreement shall become the property of CLIENT upon completion of the Services and payment of amounts owed ATLAS. ATLAS shall have the right, but not the obligation, to retain copies of all such materials.

27. RELIANCE Documents and data (including reports) produced by ATLAS pursuant to this Agreement relate solely to the Services for which Atlas has been retained, and are not intended or represented by ATLAS to be suitable for use or reliance beyond the scope or purpose for which they were originally prepared. No third party may rely upon such documents and data without the prior written consent of Atlas. Any such unauthorized use or dissemination will be at the sole risk and expense of the CLIENT or such third party.

28. CONFIDENTIALITY ATLAS shall treat as confidential all business or technical information furnished by CLIENT which CLIENT identifies as being confidential in writing. ATLAS shall only utilize or disclose such Confidential Information for the purpose of providing the Services contemplated under this Agreement. ATLAS shall not otherwise disclose or permit access to Confidential Information to any third party without the consent of CLIENT. ATLAS's employees, officers, agents, and subcontractors shall also be bound to these same obligations. ATLAS's obligations under this Section shall not apply to Confidential Information that is: (i) already in the public domain; (ii) developed independently by ATLAS; (iii) received by ATLAS on a non-confidential basis from others who had a right to disclose such Confidential Information; or (iv) is required to be disclosed by law or applicable court order, but only after actual prior written notice has been received by CLIENT and CLIENT has had a reasonable opportunity to protect disclosure of such Confidential Information.

29. THIRD-PARTY CLAIMS CLIENT agrees to pay ATLAS 's costs (including reasonable attorney's fees) for defending ATLAS against any claims that a third party or a regulatory agency asserts against ATLAS related to the Services that were provided to CLIENT. Claims include legal actions by a third party or regulatory agency that are based upon the discoveries,

findings or conclusions disclosed in documents or reports supplied to CLIENT by ATLAS.

30. SUBPOENAS The CLIENT is responsible for payment of ATLAS's time and expenses resulting from ATLAS's response to subpoenas issued by any party, involving any legal or administrative proceeding in which ATLAS is not named as a party, in connection with any Services performed under this Agreement. Charges are based on fee schedules in effect at the time the subpoena is served. ATLAS shall not object on CLIENT's behalf to any subpoena, but will make reasonable efforts to cooperate with CLIENT if CLIENT chooses to object.

31. TERMINATION OF CONTRACT This Agreement may be terminated by either party upon seven (7) days written notice provided that any incomplete or unfinished Services will remain in effect until completed, unless otherwise agreed to in writing. In the event of termination or suspension, by the CLIENT, ATLAS shall be paid for Services performed prior to the termination date plus reasonable termination and suspension expenses.

32. ASSIGNMENT Neither the CLIENT nor ATLAS may assign, or transfer its benefits, rights, duties, or interest in this Agreement without the written consent of the other party. This Agreement shall be binding on and inure to the benefit of the successors and assigns of the parties.

33. FORCE MAJEURE Neither CLIENT nor ATLAS shall hold the other responsible for damages or delays in performance caused by uncontrollable events, which could not reasonably have been anticipated or prevented, including but not limited to, acts of God, the public enemy, acts or directives of the Government of the United States or of the several states, or any foreign country, or any of them acting in their sovereign capacity, materially different Site conditions, wars, riots, terrorism, rebellions, sabotage, fires, explosions, accidents, floods, strikes, epidemics, pandemics, viral outbreaks, or other conceded acts of workers, lockouts, or changes in laws, regulations, or ordinances.

34. NOTICES All notices given by either party to the other under this Agreement shall be in writing and may be delivered by: (i) regular mail, postage prepaid; (ii) certified or registered mail; (iii) facsimile; (iv) email; or (v) hand-delivery, to the parties at the addresses, facsimile numbers, and email addresses appearing on the first page of this Agreement , unless otherwise designated in writing. Notices sent by mail will be deemed to be received three (3) days after deposit in the mail, properly addressed. Notices sent by certified or registered mail will be deemed to be received upon the date of the acknowledgment. Notices sent by facsimile or email will be deemed to be received upon successful transmission to the proper facsimile number, provided that the sender can produce a facsimile transmission confirmation report, or upon transmission to the proper email address (with confirmation of transmission). Notices delivered by hand-delivery will be deemed to be received upon acceptance by the respective party or its agent.

35. DISPUTE RESOLUTION In any dispute arising out of or relating to this Agreement, or a breach thereof, the parties shall first make all good faith attempts to resolve any difference by businesslike negotiations. If the conflict is not settled through negotiation, it shall be submitted to nonbinding mediation unless otherwise mutually agreed to in writing. This mediation process shall be a condition precedent to either party pursuing arbitration, litigation, or some other dispute resolution procedure, and the parties agree that any such legal action taken without first submitting to dispute resolution in accordance herewith will not be ripe for adjudication. The costs of the mediation shall be equally shared by all involved parties.

36. GENERAL PROVISIONS The captions and headings throughout this Agreement are for convenience only and do not define, limit, modify, or add to the meaning of any provision of this Agreement. If any provision of this Agreement is in conflict with any provision of the Proposal, the terms and conditions of this Agreement shall prevail unless the conflict concerns the scope of Services to be provided. If any provision shall to any extent be deemed invalid, it shall be modified if possible to fulfill the intent of the parties as reflected in the original provision and the remainder of this Agreement shall not be affected.

This Contract Document represents the entire understanding between the parties and supersedes any and all prior contracts whether written or oral. Nothing contained in this Contract Document shall be construed to be for the benefit of any persons not a party to this Agreement. No third party beneficiary rights are created.

The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the state in which the Site is located. Any legal action arising out of this Agreement shall be venued in a court of competent jurisdiction within the state and county of the Site.

No waiver by either party of any default by the other party in the performance of any provision of this Agreement shall operate as or be construed as a waiver of any future default, whether like or different in character.
ATLAS is solely responsible for the performance of this Agreement, and no parent, subsidiary or affiliated company, or any of its directors, officers, employees, or agents shall have any legal responsibility whether in contract or tort, including negligence.

37. COUNTERPARTS; ELECTRONIC SIGNATURES This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. An executed copy of this Agreement that is delivered by facsimile, email or other electronic means will be deemed to have the same legal effect as delivery of an executed original copy of this Agreement. Electronic signatures shall be deemed original signatures for purposes of this Agreement, with such electronic signatures having the same legal effect as original signatures when affixed to this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

ATLAS TECHNICAL CONSULTANTS LLC:	**CLIENT:** (Person authorized to execute contracts)
BY: _____	**BY:** _____
PRINTED NAME: _____	**PRINTED NAME:** _____
TITLE: _____	**TITLE:** _____
DATE: _____	**DATE:** _____

EXHIBIT "A"

PROPOSAL

A detailed proposal needs to be attached to the Agreement as Exhibit "A"

Imperial Valley Healthcare District

BOARD MEETING DATE: November 12th, 2026

SUBJECT: Authorization to approve agreement between The Regents of The University of California and Imperial Valley Healthcare District to provide Oncology Services.

BACKGROUND: Authorization for new Professional Service Agreement with The University of California for the oncology services and health care activities for Imperial Valley Healthcare District. **This is a new agreement. Contract terms are still in review.**

KEY ISSUES: Physician shall provide services (2) days per week up to a maximum of (4) days per week. will be compensated at $2,059 per session, each session is defined as a 4-hour block. Compensation will be reduced by fifty percent (50%) of the collections received during the applicable month.

CONTRACT VALUE: Approximately $500,000 will vary depending on sessions, collections and providers.

CONTRACT TERM: 1 year with annual renewals.

BUDGETED: Yes

BUDGET CLASSIFICATION: Professional Services

RESPONSIBLE ADMINISTRATOR: Carly Zamora/Pablo Velez

DATE SUBMITTED TO LEGAL: _____ **REVIEWED BY LEGAL:** [X] Yes [ ] No

FIRST OR SECOND SUBMITTAL: [X] 1st [ ] 2nd

RECOMMENDED ACTION: Authorization to approve agreement between The Regents of The University of California and Imperial Valley Healthcare District for Oncology Services

AGREEMENT BETWEEN
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
AND
IMPERIAL VALLEY HEALTHCARE DISTRICT
FOR CERTAIN CLINICAL SERVICES

THIS **CLINICAL SERVICES AGREEMENT** ("Agreement") is made by and between The Regents of the University of California, a California public corporation, on behalf of the University of California San Diego Health ("UCSD HEALTH") and Imperial Valley Healthcare District, a California Healthcare District ("HOSPITAL") (each individually a "Party" and collectively the "Parties") to be effective as of November 1, 2026 (the "Effective Date").

WHEREAS, HOSPITAL operates general acute care hospitals in Imperial County, including El Centro Regional Medical Center, and has the need for licensed practitioners to provide on-site medical services in the specialty of oncology in order better to serve its geographic service area;

WHEREAS, UCSD HEALTH employs licensed practitioners with training and expertise in oncology, and is willing to provide such practitioners to perform services in HOSPITAL's geographic service area;

WHEREAS, HOSPITAL desires to secure, and UCSD HEALTH desires to provide, on an independent contractor basis, the non-exclusive services of practitioners, as described in the Agreement;

WHEREAS, UCSD HEALTH is a public trust established by the California Constitution, required to be entirely independent of political or sectarian influence and kept free therefrom in the administration of its affairs. UCSD HEALTH prohibits discrimination against any person employed; seeking employment; applying for or engaged in a paid or unpaid internship or training program leading to employment; volunteering; or providing services to UCSD HEALTH pursuant to a contract; as well as any person participating in a UCSD HEALTH-sponsored health education, training, or clinical program, on the basis of race, color, national origin, religion, sex, gender, gender expression, gender identity, gender transition status, pregnancy, physical or mental disability, medical condition (cancer-related or genetic characteristics), genetic information (including family medical history), ancestry, marital status, age, sexual orientation, citizenship, or service in the uniformed services, including protected veterans, or any other basis prohibited by federal or state law. UCSD HEALTH is committed to the highest standards in patient care, research and teaching, and its expectation is that its personnel working at any clinical site will always make clinical decisions consistent with the standard of care and their independent professional judgment considering the needs and wishes of each individual patient. This includes informing patients of all of their health care options, whether or not a particular option is available at the site where they are being seen; prescribing any interventions that are medically necessary and appropriate, whether or not dispensed at that site; and referring or transferring patients to other facilities when the care such patients need is not available where they are being seen.

NOW, THEREFORE, in consideration of the foregoing recitals, which by this reference are hereby made a part of this Agreement, and the mutual covenants and promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, it is agreed:

1. RESPONSIBILITIES OF UCSD HEALTH

1.1 Appointment of Practitioners; Services. UCSD HEALTH shall appoint the licensed practitioners listed on Exhibit 1, attached hereto and incorporated herein by reference (collectively, "PRACTITIONERS"), to provide the clinical services described on Exhibit 1 ("Services") at the location identified on Exhibit 1 ("Location").

1.2 Unavailability of PRACTITIONERS. Subject to HOSPITAL's prior written consent, PRACTITIONERS may be temporarily replaced or supplemented from time to time with another qualified licensed practitioner, including, if needed, a *locum tenens* physician, at UCSD HEALTH's expense, to allow for paid time off or other unavoidable absences by the regularly assigned PRACTITIONER. If any PRACTITIONER shall become permanently unavailable, for any reason,

UCSD HEALTH may, in its sole discretion, appoint another PRACTITIONER to provide the Services hereunder or terminate this Agreement, by providing written notice to HOSPITAL. If UCSD HEALTH elects to appoint another PRACTITIONER(S), such an appointment shall be made with the prior written consent of HOSPITAL.

2. RESPONSIBILITIES OF PRACTITIONERS

2.1 Services. The PRACTITIONERS shall provide the Services in accordance with the description in Exhibit 1.

2.2 Good Standing. PRACTITIONERS must maintain in good standing, as applicable, an unrestricted license to practice medicine, or other applicable professional license, in the State of California and meet the qualifications required hereunder.

2.3 Other Duties. PRACTITIONERS shall:

2.3.1 be an employee (or, in the case of a *locum tenens* physician, an independent contractor) of UCSD HEALTH;

2.3.2 as applicable, obtain and maintain medical staff privileges at HOSPITAL, and, subject to the limitations of Section 3.7 of this Agreement, abide by HOSPITAL's medical staff bylaws, rules and regulations, corporate bylaws and other applicable policies and procedures;

2.3.3 comply with all applicable law, licensing requirements and guidelines of The Joint Commission for accreditation and other regulatory agencies;

2.3.4 complete and assist in maintaining accurate medical records that reflect the services and care provided and allow for prompt reporting for billing purposes;

2.3.5 notify, except in emergency, HOSPITAL's administrative director of the Location at least two (2) weeks in advance of any leave or vacation;

2.3.6 work with HOSPITAL to establish a mutually agreed-upon work schedule for the Services;

2.3.7 advise HOSPITAL of needed repairs or replacement of equipment at the Location necessary for the proper performance of Services under this Agreement either recognized by or brought to the attention of PRACTITIONER; and,

2.3.8 as applicable and as agreed to by the Parties, provide clinical supervision for residents, fellows, and nurse practitioners at HOSPITAL.

2.4 Compliance Program. PRACTITIONERS shall follow the ethical and legal standards established by the UCSD HEALTH compliance program. Additionally, PRACTITIONERS shall follow the ethical and legal standards established by HOSPITAL's compliance program, provided that a copy of the ethical and legal standards for such compliance program has been provided to PRACTITIONERS in advance.

3. RESPONSIBILITIES OF HOSPITAL

3.1 Space. HOSPITAL, at its sole expense, shall provide PRACTITIONERS with clinical and office space and supplies at the Location as necessary for the proper performance of Services under this Agreement.

3.2 Equipment and Supplies. HOSPITAL, at its sole expense, shall supply PRACTITIONERS with such equipment and supplies normally available for HOSPITAL's own use in its clinical facilities, and as mutually agreed upon by the Parties as necessary for the proper performance of Services under this Agreement, within HOSPITAL's budgetary limitations and subject to required governmental licenses and approvals.

3.2.1 HOSPITAL, at its sole expense, shall keep and maintain all equipment in good order and repair, and shall replace such equipment, or any part thereof, which becomes worn out or obsolete.

3.3 Support Services. HOSPITAL shall furnish the services of its support departments, including but not limited to, nursing, scheduling, personnel, administration, accounting, purchasing, and medical records, as necessary, for the proper and efficient provision of Services pursuant to this Agreement.

3.4 Personnel. HOSPITAL shall be responsible for employing or otherwise engaging and supplying all non-PRACTITIONER personnel necessary for the proper performance of Services by PRACTITIONERS under this Agreement and as required by law and accreditation agencies. HOSPITAL will be responsible for all employers' payroll taxes to which said personnel may be entitled. HOSPITAL shall be solely responsible for all employment-related decisions regarding such personnel, and shall indemnify and hold UCSD HEALTH harmless from and against any and all liability, loss, expense, or claims arising from such decisions.

3.5 Electronic Billing Support and Interface. HOSPITAL shall make available to UCSD HEALTH's Admissions-Discharge-Transfer (ADT) data feed and outpatient electronic medical record system so that PRACTITIONERS can facilitate billing and to interface with UCSD HEALTH's electronic medical record system.

3.6 Limitation on Control. HOSPITAL shall neither have nor exercise any control or direction over any PRACTITIONER'S professional medical judgment or the methods by which any PRACTITIONER performs professional medical services; however, PRACTITIONERS shall comply with all applicable standards and recommendations of The Joint Commission, other accreditation and regulatory bodies, and all applicable laws.

3.7 No Policy-Based Restrictions on Care

HOSPITAL represents that it: (i) does not have, and shall not enforce, any criteria, rules, regulations, or other policies or procedures that directly or indirectly prohibit, limit, or restrict the ability of a PRACTITIONER to provide an Indicated Treatment (for purposes of this Agreement, an "Indicated Treatment" shall constitute an evidence-based medical treatment or service that falls within the scope of their privileges and is necessary and appropriate for prevention, diagnosis, or treatment), (ii) shall not require a PRACTITIONER to obtain permission from a non-physician to perform an Indicated Treatment for which consent has been obtained from the patient or the patient's representative, except as provided in Sections 3.7(a) or (b) below.

a) If any of the following applies:

1. HOSPITAL lacks the equipment or personnel to provide the Indicated Treatment.
2. A full review of the medical evidence by a qualified physician and/or surgeon determines that the Indicated Treatment is not medically appropriate.
3. The Indicated Treatment involves prescription, administration, or implantation of a drug, biologic, or device that is not listed on HOSPITAL's formulary, or is not available through its regular procurement processes and for which HOSPITAL does not make available alternative products approved for the same indications or conditions.

4. The Indicated Treatment, as determined by a qualified physician and/or surgeon, is not evidence-based and necessary and appropriate for prevention, diagnosis, or treatment of a patient's disease or condition.

b) Such criteria, rules, regulations, policies or procedures are required by federal or state law or regulation as a condition of licensure, receipt of federal or state funds, or participation in Medicare, Medi-Cal, or other federal or state health care program.

To the extent that HOSPITAL may: (i) have any criteria, rules, regulations, or other policies or procedures that directly or indirectly prohibit, limit, or restrict the ability of a PRACTITIONER to provide an Indicated Treatment that does not fall under Sections 3.7(a) or (b) above, or (ii) require a PRACTITIONER to obtain permission from a non-physician to perform an Indicated Treatment for which consent has been obtained from the patient or the patient's representative, that does not fall under Sections 3.7(a) or (b) above, HOSPITAL agrees to inform UCSD HEALTH immediately.

4. COMPENSATION AND BILLING

4.1 Compensation. As compensation for the Services rendered to HOSPITAL pursuant to this Agreement, HOSPITAL shall pay UCSD HEALTH the Compensation, as that term is defined in Exhibit 2, which is attached hereto and incorporated herein by reference.

4.2 Billing and Collection. UCSD HEALTH shall be responsible for, and solely entitled to, bill and collect for all professional fees for the Services furnished under this Agreement ("Professional Fees"). UCSD HEALTH shall bill and collect the Professional Fees in compliance with applicable laws, including, but not limited to, the requirements of the Medicare and Medi-Cal Programs, and, as applicable, the requirements of other third-party payers, whether public or private. HOSPITAL shall be responsible for, and solely entitled to, bill and collect for all technical fees and non-professional (Part A) services furnished at the Location. UCSD HEALTH and HOSPITAL shall reasonably cooperate to ensure that their billing and collection practices conform to the requirements of this Section. Neither HOSPITAL nor UCSD HEALTH shall bill for or have any claim to or interest in the amounts to which the other Party is entitled to bill or that are billed by the other Party.

4.3 PRACTITIONER Salary and Benefits. Payment of PRACTITIONERS' salary, benefits, and overhead shall be the sole responsibility of UCSD HEALTH as the employer of such PRACTITIONERS.

4.4 Annual Review of Arrangement.

4.4.1 Review of Compensation

a) HOSPITAL and UCSD HEALTH agree to review the Compensation hereunder on an annual basis, or as needed, but in no case less often than once every three (3) years after commencement of this Agreement. If a third-party fair market value assessment is required, the cost of such assessment shall be evenly split between the Parties. If UCSD HEALTH independently obtains a third-party fair market value assessment, UCSD HEALTH shall not be required to share such independently-obtained fair market value assessment or reports with HOSPITAL.

4.4.2 Review of Performance

a) UCSD HEALTH and HOSPITAL will cooperate in conducting evaluations of this Agreement, as needed.

b) Consistent with applicable law, UCSD HEALTH shall make available to HOSPITAL the specific books, records, files and other documents and information

relevant to performance of this Agreement as reasonably requested by HOSPITAL to facilitate review and evaluation.

c) UCSD HEALTH agrees to cooperate with HOSPITAL in the event that HOSPITAL reasonably determines that remedial action is necessary to improve UCSD HEALTH's performance, or that of its PRACTITIONER(S), under this Agreement, provided that HOSPITAL agrees to promptly notify UCSD HEALTH in advance of circumstances, including any performance issues, which may lead to remedial action regarding any UCSD HEALTH PRACTITIONER by providing written notice in accordance with the notice provisions of this Agreement as well as to the relevant UCSD HEALTH department contacts.

5. REVIEW OF BILLING DOCUMENTS AND USE OF TAX IDENTIFICATION NUMBER

5.1 HOSPITAL shall allow UCSD HEALTH the right to access, review and copy documentation relating to the Services, including without limitation medical records, to ensure accuracy of the billing of the Professional Fees.

5.2 HOSPITAL shall use its own tax identification number when submitting any bill under this Agreement and shall provide documentation of such tax identification number prior to submitting the first bill under this Agreement.

6. HOSPITAL'S INSURANCE

HOSPITAL, at its sole cost and expense, shall insure HOSPITAL's activities in connection with this Agreement and obtain, keep in force, and maintain insurance as follows:

6.1 Professional Medical and Hospital Liability Insurance (contractual liability included) with limits of two million dollars ($2,000,000) per occurrence and four million dollars ($4,000,000) general aggregate.

6.2 Comprehensive or Commercial Form General Liability Insurance (contractual liability included) with a minimum limit of one million dollars ($1,000,000) per occurrence.

6.3 Business Automobile Liability Insurance for owned, non-owned, or hired automobiles with a combined single limit of not less than one million dollars ($1,000,000) per occurrence.

If the above insurance is written on a claims-made form, it shall continue for three (3) years following termination of this Agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the Effective Date of this Agreement.

6.4 Workers' Compensation as required under California State law.

6.5 Such other insurance in such amounts which from time-to-time may be reasonably required by mutual consent of UCSD HEALTH and HOSPITAL against other insurable risks relating to performance.

Coverage required under this Section 6 shall not limit the liability of HOSPITAL.

The coverage referred to under Subsections 6.2 and 6.3 shall include UCSD HEALTH as an additional insured. Such a provision, however, shall apply only in proportion to and to the extent of the negligent acts or omissions of HOSPITAL, its officers, employees, and agents. HOSPITAL, upon request, shall furnish UCSD HEALTH with certificates of insurance evidencing compliance with all requirements. Certificates

shall further provide for thirty (30) days advance written notice to UCSD HEALTH of any material modification, change or cancellation of any of the above insurance coverage and ten (10) days advance written notice to UCSD HEALTH for non-payment of premium.

7. UCSD HEALTH'S INSURANCE

UCSD HEALTH, at its sole cost and expense, shall insure its activities in connection with this Agreement by maintaining programs of self-insurance as follows:

7.1 Professional Medical and Hospital Liability Self-insurance Program with limits of two million dollars ($2,000,000) per occurrence and four million dollars ($4,000,000) general aggregate.

7.2 General Liability Self-Insurance Program with a limit of one million dollars ($1,000,000) per occurrence.

7.3 Business Automobile Liability Insurance for owned, non-owned, or hired automobiles with a combined single limit of not less than one million dollars ($1,000,000) per occurrence.

7.4 Workers' Compensation as required under California State law.

7.5 Such other insurance in such amounts, which from time to time may be reasonably required by mutual consent of the Parties against other insurable risks relating to performance

Coverage required under this Section 7 shall not in any way limit the liability of UCSD HEALTH.

The coverage referred to under Subsections 7.2 and 7.3 shall include HOSPITAL as an additional insured. Such a provision, however, shall apply only in proportion to and to the extent of the negligent acts or omissions of UCSD HEALTH, its officers, employees, and agents.

8. INDEMNIFICATION

8.1 HOSPITAL's Indemnification. To the extent permitted by law, HOSPITAL shall defend, indemnify and hold UCSD HEALTH, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of HOSPITAL, its officers, employees, or agents.

8.2 UCSD HEALTH's Indemnification. To the extent permitted by law, UCSD HEALTH shall defend, indemnify and hold HOSPITAL, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of the Services but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of UCSD HEALTH, its officers, employees, or agents.

9. COOPERATION IN DISPOSITION OF CLAIMS

HOSPITAL and UCSD HEALTH agree to cooperate with each other in the investigation and disposition of third-party liability claims arising out of any Services provided under this Agreement. It is the intention of the Parties to fully cooperate in the disposition of all such claims. Such cooperation may include joint investigation, defense and disposition of claims of third parties arising from Services performed under this Agreement. HOSPITAL and UCSD HEALTH agree to promptly inform one another whenever an incident report, claim or complaint is filed or when an investigation is initiated concerning any Services performed under this Agreement. To the extent allowed by law, HOSPITAL and UCSD HEALTH shall have reasonable

access to the medical records and charts of the other relating to any such claim or investigation; provided, however, that nothing in this Section shall require either HOSPITAL or UCSD HEALTH to disclose any peer review documents, incident reports, records or communications which are privileged under Section 1157 of the California Evidence Code, under the Attorney-Client Privilege or under the Attorney Work-Product Privilege.

10. COMPLIANCE

10.1 Fair Market Value and Commercial Reasonableness. The Parties agree that the terms and provisions of the Agreement (1) are the product of bona fide, arm's-length negotiations, (2) are not determined in a manner that takes into account – in the aggregate or otherwise – the volume or value of patient referrals or other business generated by and among the Parties, or any of their respective affiliates, owners, employees, or contractors, (3) are commercially reasonable, and (4) to the best of the Parties' knowledge, the Compensation is consistent with fair market value. The Parties agree that it is neither Party's purpose, in whole or in part, to induce the other Party or any of its affiliates, employees, or contractors (including, with respect to UCSD HEALTH, the PRACTITIONERS) to engage in any conduct that is prohibited by the federal health care program anti-kickback statute, 42 U.S.C. §1320a-7b(b), or any of its state law counterparts.

10.2 No Patient Referrals.

10.2.1 The Parties acknowledge that none of the benefits granted to UCSD HEALTH or its PRACTITIONERS under this Agreement is conditioned on any requirements that UCSD HEALTH or PRACTITIONERS make referrals to, be in a position to make or influence referrals to, or otherwise generate business for HOSPITAL or any of its affiliates, owners, employees or contractors. While the HOSPITAL acknowledges that it would like to treat patients in its geographic service area, both Parties represent and warrant that the decision of where a patient should be treated will remain in each PRACTITIONER's independent medical judgment and shall be made in the best clinical interests of each patient, taking into account, as appropriate, any insurer directives and the patient's freedom of choice.

10.2.2 The Parties further acknowledge that none of the benefits granted to HOSPITAL under this Agreement is conditioned on any requirements that HOSPITAL make referrals to, be in a position to make or influence referrals to, or otherwise generate business for UCSD HEALTH or any of its affiliates, owners, employees or contractors, including the PRACTITIONERS.

10.2.3 The Parties agree that the Services provided hereunder are non-exclusive and PRACTITIONERS may establish privileges at, refer any service to, or otherwise generate any business for any other entity of PRACTITIONERS' choosing. The Parties further agree that either Party may provide Services for any other entity of the Party's choosing.

10.3 Patient Transfers. In the event that a PRACTITIONER determines that a HOSPITAL patient requires the services of another facility, the transfer of that patient to another facility shall be in accordance with applicable federal and state laws and regulations and HOSPITAL's policies and procedures regarding patient transfers. With respect to patient transfers, a PRACTITIONER's choice of receiving facility shall (1) be consistent with patient choice, directives by the patient's insurer, and the patient's best medical interests in the PRACTITIONER's judgment, to the extent possible, and (2) not take into account this Agreement.

10.4 Exclusion.

10.4.1 UCSD HEALTH hereby represents and warrants that UCSD HEALTH and PRACTITIONERS are not and at no time have been excluded, debarred, or suspended from

participation in any federal health care program (as that term is defined at 42 U.S.C. § 1320a-7b(f)) or any other federally funded program or federal contract, including, but not limited to, Medicare and Medicaid. UCSD HEALTH hereby agrees to promptly notify HOSPITAL of any threatened, proposed, or actual exclusion, debarment, or suspension of UCSD HEALTH or any PRACTITIONER from any federal health care program or any other federally funded program or federal contract.

10.4.2 HOSPITAL hereby represents and warrants that it is not and at no time has been excluded, debarred, or suspended from participation in any federal health care program (as that term is defined at 42 U.S.C. § 1320a-7b(f)) or any other federally funded program or federal contract, including, but not limited to, Medicare and Medicaid. HOSPITAL hereby agrees to promptly notify UCSD HEALTH of any threatened, proposed, or actual exclusion, debarment, or suspension of HOSPITAL from any federal health care program or any other federally funded program or federal contract.

10.5 Compliance with Non-Discrimination. The Parties each certify their respective compliance with all laws, regulations, and accreditation standards regarding non-discrimination, including Cal. Civ. Code § 51, prohibiting discrimination on the basis of sex (including pregnancy and childbirth as well as gender, gender identity, and gender expression), race, color, religion, ancestry, national origin, disability, medical condition, genetic information, marital status, sexual orientation, citizenship, primary language, or immigration status. Specifically, each Party offers any procedure it chooses to provide at HOSPITAL facilities or through UCSD HEALTH's faculty, staff, or trainees on a non-discriminatory basis.

10.6 Expectations of UCSD HEALTH Faculty, Staff, and Trainees. The Parties hereby express their mutual agreement and expectation that any UCSD HEALTH faculty, staff, and trainees working or training at HOSPITAL's facilities shall at all times: (i) make clinical decisions consistent with the standard of care and their independent professional judgment, respecting the needs and wishes of each individual patient; (ii) inform patients of all of their health care options; (iii) prescribe any interventions that are medically necessary and appropriate; (iv) transfer or refer patients to other facilities whenever they determine it is in the patient's interests; and (v) provide any item or service they deem in their professional judgment to be necessary and appropriate in the event of an emergency, without restriction, and without seeking approval from any non-provider, including any items or services where referral or transfer to another facility would, in their sole professional judgment, risk material deterioration to the patient's condition. Nothing herein shall be interpreted to permit or encourage any healthcare provider to deliver an item or service prohibited by law or without informed consent as required by law.

11. TERM AND TERMINATION

11.1 Term of Agreement. The term of this Agreement shall begin on the Effective Date and shall continue for an initial term of one (1) year, after which this Agreement shall automatically renew for successive one (1) year terms, unless otherwise terminated in accordance with the provisions of this Agreement.

11.2 Termination Without Cause. Notwithstanding any other provision to the contrary, this Agreement may be terminated without cause, for any reason, at any time by HOSPITAL or UCSD HEALTH upon one hundred twenty (120) days' prior written notice to the other Party.

11.3 Termination For Material Breach. In the event of a material breach of this Agreement, the non-breaching Party may terminate this Agreement by giving written notice of termination to the breaching Party, which termination shall be effective immediately upon delivery or as otherwise specified in such notice; provided, however, that if the nature of the breach is such that it can be reasonably cured, said notice shall specify the nature of such breach, and shall further state that the

breaching Party shall have thirty (30) days from the effective date of such notice to cure such breach, at which time, if the breach is not cured, this Agreement shall be terminated.

11.4 Cause for Automatic Termination. This Agreement shall automatically terminate in the event of: (1) the loss of HOSPITAL's State of California professional or business license; (2) the loss of HOSPITAL's insurance coverage as described in this Agreement; (3) the insolvency or bankruptcy of HOSPITAL; or (4) HOSPITAL's suspension, debarment or exclusion from participating in any federal health care program (as that term is defined at 42 U.S.C. § 1320a-7b(f)) or any other federally funded program.

11.5 Mutual Obligations and Termination Upon Jeopardy to Organizational Values. Each Party shall be solely and exclusively responsible for implementing and enforcing its policies, standards, and values. In the event either Party determines, in its sole discretion or judgment, that continued performance of this Agreement is incompatible with its policies, standards, or values, such Party shall immediately notify the other of the determination and, if the Parties are unable to resolve the problem, the Party that has made the determination may terminate this Agreement pursuant to the following paragraph to this Section. The Parties shall use their best efforts to assure continuity of patient care during the resulting transition.

Either Party may terminate this Agreement upon any act or omission of the other Party that materially jeopardizes the organizational values of the terminating Party, if such breach, act or omission is not cured to the satisfaction of the terminating Party in its sole discretion or judgment within 10 days after written notice is given to the other Party. Specifically, UCSD HEALTH may terminate this Agreement if it determines, in sole discretion, that continued performance of the Agreement would be incompatible with the policies or values of the University of California, or that HOSPITAL has breached the terms of this Agreement relating to PRACTITIONERS' freedom to make clinical decisions, counsel, prescribe for, and refer or transfer patients, or to provide any emergency item or service, including any necessary items and services to any patient for whom referral or transfer to another facility would risk material deterioration to the patient's condition, as described above.

11.6 Effect of Expiration or Termination. Upon the expiration or earlier termination of this Agreement, as herein above provided, and except as specifically provided herein, no Party shall have any further obligation hereunder except for obligations, debts or liabilities arising hereunder prior to the date of expiration or earlier termination.

11.7 Termination within Initial Twelve Months. If either Party terminates this Agreement prior to the end of the first twelve (12) months following the Effective Date, the Parties agree that they shall not enter into another agreement for the same or similar Services until after such twelve (12) month period.

11.8 Survival. Sections 5, 6, 8, 9, 12, 15, and 22, and Subsection 11.6, and any other provision herein that contains obligations that extend past termination, expiration, or nonrenewal of this Agreement shall survive the termination, expiration, or nonrenewal of this Agreement.

12. HIPAA REQUIREMENTS AND PATIENTS RECORDS

12.1 To the extent applicable to this Agreement, each Party agrees to comply with the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act of 2009 (the "HITECH Act"), and any current and future regulations promulgated under either HIPAA or the HITECH Act, including without limitation the federal privacy standards contained in 45 C.F.R. Part 160 and Subparts A and E of Part 164 (the "Privacy Rule"), and the federal security standards contained in 45 C.F.R. Part 160 and Subparts A and C of Part 164 (the "Security Rule"), all as may be amended from time to time, and all collectively referred to herein as the "HIPAA Requirements."

Each Party agrees to enter into any further agreements as necessary to facilitate compliance with HIPAA Requirements.

12.2 Any and all of HOSPITAL's patient records and charts created as a result of the performance of Services under this Agreement shall be and remain the property of HOSPITAL. Both during and after the Term of this Agreement, UCSD HEALTH shall be permitted to inspect and/or duplicate, at UCSD HEALTH'S expense, any individual charts or records; (1) to the extent necessary to assist in the defense of any malpractice or similar legal claim to which such chart or records may be pertinent; (2) for educational purposes upon written approval by HOSPITAL not to be unreasonably withheld, delayed or conditioned; (3) as needed for peer review and medical service oversight; or (4) for billing or other administrative needs. Such inspection and/or duplication shall be permitted and conducted pursuant to commonly accepted standards of patient confidentiality in accordance with applicable federal, state and local laws, including but not limited to the HIPAA Requirements.

13. INDEPENDENT CONTRACTOR

None of the provisions of this Agreement shall be construed to or shall create a relationship of agency, representation, joint venture, ownership, control or employment between the Parties, and it is understood and agreed that UCSD HEALTH is at all times acting and performing the Services pursuant to this Agreement as an independent contractor and not as an employee or agent of HOSPITAL. HOSPITAL shall not control or direct the manner or methods by which UCSD HEALTH performs the contemplated Services. However, UCSD HEALTH shall be responsible for performing the Services in a manner and at times so as to ensure that the contemplated Services are performed and rendered in a competent, efficient and satisfactory manner.

14. MODIFICATIONS AND AMENDMENTS

This Agreement may be amended or modified only by mutual written consent of the authorized representatives of both Parties. HOSPITAL and UCSD HEALTH agree to amend this Agreement if such amendment is required by applicable regulatory authority and does not materially affect the relative economic benefits of the parties.

15. DISPUTE RESOLUTION

In the event of any dispute arising out of or relating to this Agreement, the Parties shall attempt, in good faith, to promptly resolve the dispute mutually between them. If they are unable to do so, then the following procedures shall apply, provided that such matter is not committed to a Party's sole discretion pursuant to this Agreement.

15.1 Mediation. Any dispute between the Parties arising out of or relating to this Agreement which cannot be promptly resolved by mutual agreement may be submitted to mediation. If the Parties mutually agree that mediation is appropriate, within ten (10) business days of the delivery of a request for mediation, the Parties shall agree upon a mediator. If the Parties are unable to agree on a mediator, a mediator shall be appointed by JAMS/Endispute. In consultation with the mediator selected, the Parties shall promptly designate a mutually convenient time and place for the mediation. At the mediation, each Party shall be represented by persons with authority to negotiate a resolution of the dispute, and may be represented by counsel. The mediator shall determine the format for the meetings. The mediation session shall be private. The fees and expenses of the mediator shall be borne equally by the Parties, each of whom shall be responsible for their own costs. The entire mediation process shall be confidential and the privileges and protection of California Evidence Code Section 1119 shall apply. Prior to commencement of mediation, the Parties and the mediator shall execute a written confidentiality agreement in accordance with the provisions of California Evidence Code Section 1119. At any time, either Party may withdraw from the mediation process and submit the matter to binding arbitration.

15.2 Arbitration. All disputes between the Parties arising out of or relating to this Agreement which cannot be resolved by mutual agreement or mediation may be resolved by arbitration in accordance with the provisions of this Subsection, if both Parties agree to arbitration. Either Party may send a written request for arbitration to the other Party setting forth the nature of the controversy, the dollar amount involved, if any, and the remedies sought. If arbitration is commenced, there shall be one (1) arbitrator. If the Parties fail to select a mutually acceptable arbitrator within ten (10) days after the request for arbitration is mailed, then the Parties may stipulate to arbitration before a single arbitrator sitting on the San Diego JAMS/Endispute panel, who is a retired judge and is selected in the sole discretion of the JAMS/Endispute office administrator. The Parties shall share all interim costs of the arbitration until decision. The prevailing Party shall be entitled to reimbursement by the other Party of such Party's reasonable attorneys' fees and costs and any arbitration fees and expenses incurred with the arbitration. The substantive law of the State of California shall be applied by the arbitrator. The Parties shall have the rights of discovery as provided for in Part 4 of the California Code of Civil Procedure and as provided for in Section 1283.05 of said Code. The California Code of Evidence shall apply to testimony and documents submitted to the arbitrator. Arbitration shall take place in San Diego, California. As soon as reasonably practicable, a hearing with respect to the dispute or matter to be resolved shall be conducted by the arbitrator. As soon as reasonably practicable thereafter, the arbitrator shall arrive at a final decision, which shall be reduced to writing, signed by the arbitrator and mailed to each of the Parties and their legal counsel. All decisions of the arbitrator shall be final, binding and conclusive on the Parties. A court of appropriate jurisdiction may issue a writ to enforce the arbitrator's decision. Judgment may be entered upon a decision in accordance with applicable law in any court having appropriate jurisdiction.

16. GOVERNING LAW

This Agreement shall be governed in all respects by the laws of the State of California, excluding any conflicts or choice of law rule or principle that might otherwise refer construction of this Agreement to the substantive law of another jurisdiction.

17. ASSIGNMENT

Neither HOSPITAL nor UCSD HEALTH shall assign their rights, duties, or obligations under this Agreement, either in whole or in part, without the prior written consent of the other Party.

18. USE OF NAMES

HOSPITAL acknowledges that UCSD HEALTH is subject to Education Code Section 92000 which provides that the name "University of California" is the property of the State, and that no person shall use this name without the permission of The Regents of the University of California. Such permission may be granted by the Chancellor or his/her designee through authority re-delegated to them. Unless otherwise expressly provided in this Agreement, neither Party shall use the name, address, phone number, website link, insignia, symbol, trademark, trade name or logo of the other Party (or any abbreviation or adaptation thereof), in any press release, promotional material or other public disclosure or statement without the other Party's prior written consent in each instance, unless such disclosure is required by law or the requirement of a national securities exchange or similar regulatory body, in which event the disclosing Party shall notify the other Party prior to making such disclosure.

19. SEVERABILITY

If any present or future laws effective during the term hereof shall cause any provision of this Agreement to become illegal, invalid or unenforceable, such provision shall be fully severable. This Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part

hereof, and the remaining provisions shall remain in full force and effect unaffected by such severance, provided that the invalid provisions are not material to the overall purpose and operation of this Agreement.

20. WAIVER

Waiver by either Party of any breach of any provision of this Agreement or warranty of representation herein set forth shall not be construed as a waiver of any subsequent breach of the same or any other provision. The failure to exercise any right hereunder shall not operate as a waiver of such right. All rights and remedies provided for herein are cumulative.

21. ENTIRE AGREEMENT

This Agreement contains all the terms and conditions as agreed upon by the Parties hereto regarding the subject matter of the Agreement and supersedes any prior agreements, oral or written, and all other communications between the Parties relating to such subject matter.

22. ATTORNEYS' FEES

In the event of any action, suit or proceeding between the Parties hereto, the cost of such action, suit or proceeding, including reasonable attorneys' fees, shall be borne by the losing Party or, in the case of arbitration, as determined by the arbitrator.

23. INTERRUPTION OF SERVICES

Any of the Parties shall be excused from any delay or failure in performance hereunder caused by reason of any occurrence or contingency beyond its reasonable control, including, but not limited to, acts of God, acts of war, fire, insurrection, labor disputes, riots, earthquakes, or other acts of nature. The obligations and rights of the Party so excused shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption. In the event the interruption of the excused Party's obligations continues for a period in excess of thirty (30) days, the other Party shall have the right to terminate this Agreement upon ten (10) days prior written notice to the excused Party.

24. SUBJECT HEADINGS

The subject headings used in this Agreement are for convenience only and shall not be deemed to affect the meaning or construction of any of the terms, provisions, covenants or conditions of this Agreement.

25. METHOD OF NOTIFICATION

All notices required or permitted to be given hereunder which may be given by any Party to the other, shall be deemed given as of the date it is delivered by hand, or upon receipt of confirmation of electronic transmission by e-mail or facsimile or such notice shall be deemed to have been delivered to the Party to whom notice was addressed on the third business day after the day on which it was (1) mailed by registered or certified mail, postage prepaid, return receipt requested or (2) sent by overnight courier, charges prepaid, and addressed to the Party to receive such notice as follows:

TO UCSD HEALTH:
Chief Executive Officer
UC San Diego Health
9300 Campus Point Drive, #7970
La Jolla, CA 92037-7970

With copy to:
Chief Counsel
UC San Diego Health

9300 Campus Point Drive, #7970
La Jolla, CA 92037-7970

TO HOSPITAL: [redacted]

26. COUNTERPARTS

This Agreement may be executed in separate counterparts, none of which need contain the signatures of all Parties, each of which shall be deemed to be an original, and all of which taken together constitute one and the same instrument. Telecopied or scanned signatures will be deemed to have the same effect as an original.

SIGNATURES TO FOLLOW

The Parties have executed this Agreement as set forth below.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA,
on behalf of the University of California San Diego Health

By: _____
Patricia S. Maysent Date
Chief Executive Officer
UC San Diego Health

IMPERIAL VALLEY HEALTHCARE DISTRICT

By: _____ _____
Date

Name: _____

Title: _____

EXHIBIT 1

SERVICES

Practitioner
The following PRACTITIONERS are appointed to provide the Services described below:

1) Siddhartha Iyengar, MD

The Parties anticipate that up to two (2) additional PRACTITIONERS may be added to this Exhibit 1 during the Term as mutually agreed upon by the Parties.

Services
The PRACTITIONERS shall provide oncology on-site coverage services at the Location described below during the days of Monday through Friday from 8am to 5pm for 2 days per week (equivalent to 4 sessions per week), up to a maximum of 4 days per week (equivalent to 8 sessions per week) per PRACTITIONER as mutually agreed upon and scheduled by the Parties. Each "session" is defined as a 4-hour block.

LOCATION
1271 W Ross Avenue, El Centro, CA 92243

EXHIBIT 2

COMPENSATION

Compensation

As compensation for the Services rendered by UCSD HEALTH to HOSPITAL under this Agreement, HOSPITAL shall pay UCSD HEALTH in the amounts and on the terms set forth below (collectively, the "Compensation"):

- Rate of $2,059 per session; *provided, however,* that the Compensation will be reduced by fifty percent (50%) of the collections for Professional Fees received by UCSD HEALTH. Each month, UCSD HEALTH's invoice to HOSPITAL shall reflect an adjustment to the monthly Compensation reflecting fifty percent (50%) of the collections received during the applicable month. Within ninety (90) days after the last day of Services have been provided hereunder, UCSD HEALTH shall pay to HOSPITAL any reconciliation payment that may be due to HOSPITAL for collections received after such Services have ended.

Payment of Compensation.

HOSPITAL shall pay the Compensation to UCSD HEALTH on a monthly basis. UCSD HEALTH shall invoice HOSPITAL on a monthly basis for the Services rendered in the prior month. Services shall be listed as a session count by PRACTITIONER for the preceding month. HOSPITAL shall remit payment to UCSD HEALTH within thirty (30) days of the receipt of such invoice.

Invoices will be sent to: _____
Attn: _____
_____
_____

Checks will be made payable to: The Regents of the University of California

And sent to: UC San Diego Health
9300 Campus Point Drive, M.C. 7970
La Jolla, CA 92037
UCSD Re: # _____
Federal Tax ID# 95-6006144

AGREEMENT BETWEEN
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
AND
IMPERIAL VALLEY HEALTHCARE DISTRICT
FOR CERTAIN CLINICAL SERVICES

THIS **CLINICAL SERVICES AGREEMENT** ("Agreement") is made by and between The Regents of the University of California, a California public corporation, on behalf of the University of California San Diego Health ("UCSD HEALTH") and Imperial Valley Healthcare District, a California Healthcare District ("HOSPITAL") (each individually a "Party" and collectively the "Parties") to be effective as of November 1, 2026 (the "Effective Date").

WHEREAS, HOSPITAL operates general acute care hospitals in Imperial County, including El Centro Regional Medical Center, and has the need for licensed practitioners to provide on-site medical services in the specialty of oncology in order better to serve its geographic service area;

WHEREAS, UCSD HEALTH employs licensed practitioners with training and expertise in oncology, and is willing to provide such practitioners to perform services in HOSPITAL's geographic service area;

WHEREAS, HOSPITAL desires to secure, and UCSD HEALTH desires to provide, on an independent contractor basis, the non-exclusive services of practitioners, as described in the Agreement;

WHEREAS, UCSD HEALTH is a public trust established by the California Constitution, required to be entirely independent of political or sectarian influence and kept free therefrom in the administration of its affairs. UCSD HEALTH prohibits discrimination against any person employed; seeking employment; applying for or engaged in a paid or unpaid internship or training program leading to employment; volunteering; or providing services to UCSD HEALTH pursuant to a contract; as well as any person participating in a UCSD HEALTH-sponsored health education, training, or clinical program, on the basis of race, color, national origin, religion, sex, gender, gender expression, gender identity, gender transition status, pregnancy, physical or mental disability, medical condition (cancer-related or genetic characteristics), genetic information (including family medical history), ancestry, marital status, age, sexual orientation, citizenship, or service in the uniformed services, including protected veterans, or any other basis prohibited by federal or state law. UCSD HEALTH is committed to the highest standards in patient care, research and teaching, and its expectation is that its personnel working at any clinical site will always make clinical decisions consistent with the standard of care and their independent professional judgment considering the needs and wishes of each individual patient. This includes informing patients of all of their health care options, whether or not a particular option is available at the site where they are being seen; prescribing any interventions that are medically necessary and appropriate, whether or not dispensed at that site; and referring or transferring patients to other facilities when the care such patients need is not available where they are being seen.

NOW, THEREFORE, in consideration of the foregoing recitals, which by this reference are hereby made a part of this Agreement, and the mutual covenants and promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, it is agreed:

1. RESPONSIBILITIES OF UCSD HEALTH

1.1 Appointment of Practitioners; Services. UCSD HEALTH shall appoint the licensed practitioners listed on Exhibit 1, attached hereto and incorporated herein by reference (collectively, "PRACTITIONERS"), to provide the clinical services described on Exhibit 1 ("Services") at the location identified on Exhibit 1 ("Location").

1.2 Unavailability of PRACTITIONERS. Subject to HOSPITAL's prior written consent, PRACTITIONERS may be temporarily replaced or supplemented from time to time with another qualified licensed practitioner, including, if needed, a *locum tenens* physician, at UCSD HEALTH's expense, to allow for paid time off or other unavoidable absences by the regularly assigned PRACTITIONER. If any PRACTITIONER shall become permanently unavailable, for any reason,

UCSD HEALTH may, in its sole discretion, appoint another PRACTITIONER to provide the Services hereunder or terminate this Agreement, by providing written notice to HOSPITAL. If UCSD HEALTH elects to appoint another PRACTITIONER(S), such an appointment shall be made with the prior written consent of HOSPITAL.

2. RESPONSIBILITIES OF PRACTITIONERS

2.1 Services. The PRACTITIONERS shall provide the Services in accordance with the description in Exhibit 1.

2.2 Good Standing. PRACTITIONERS must maintain in good standing, as applicable, an unrestricted license to practice medicine, or other applicable professional license, in the State of California and meet the qualifications required hereunder.

2.3 Other Duties. PRACTITIONERS shall:

2.3.1 be an employee (or, in the case of a *locum tenens* physician, an independent contractor) of UCSD HEALTH;

2.3.2 as applicable, obtain and maintain medical staff privileges at HOSPITAL, and, subject to the limitations of Section 3.7 of this Agreement, abide by HOSPITAL's medical staff bylaws, rules and regulations, corporate bylaws and other applicable policies and procedures;

2.3.3 comply with all applicable law, licensing requirements and guidelines of The Joint Commission for accreditation and other regulatory agencies;

2.3.4 complete and assist in maintaining accurate medical records that reflect the services and care provided and allow for prompt reporting for billing purposes;

2.3.5 notify, except in emergency, HOSPITAL's administrative director of the Location at least two (2) weeks in advance of any leave or vacation;

2.3.6 work with HOSPITAL to establish a mutually agreed-upon work schedule for the Services;

2.3.7 advise HOSPITAL of needed repairs or replacement of equipment at the Location necessary for the proper performance of Services under this Agreement either recognized by or brought to the attention of PRACTITIONER; and,

2.3.8 as applicable and as agreed to by the Parties, provide clinical supervision for residents, fellows, and nurse practitioners at HOSPITAL.

2.4 Compliance Program. PRACTITIONERS shall follow the ethical and legal standards established by the UCSD HEALTH compliance program. Additionally, PRACTITIONERS shall follow the ethical and legal standards established by HOSPITAL's compliance program, provided that a copy of the ethical and legal standards for such compliance program has been provided to PRACTITIONERS in advance.

3. RESPONSIBILITIES OF HOSPITAL

3.1 Space. HOSPITAL, at its sole expense, shall provide PRACTITIONERS with clinical and office space and supplies at the Location as necessary for the proper performance of Services under this Agreement.

3.2 Equipment and Supplies. HOSPITAL, at its sole expense, shall supply PRACTITIONERS with such equipment and supplies normally available for HOSPITAL's own use in its clinical facilities, and as mutually agreed upon by the Parties as necessary for the proper performance of Services under this Agreement, within HOSPITAL's budgetary limitations and subject to required governmental licenses and approvals.

3.2.1 HOSPITAL, at its sole expense, shall keep and maintain all equipment in good order and repair, and shall replace such equipment, or any part thereof, which becomes worn out or obsolete.

3.3 Support Services. HOSPITAL shall furnish the services of its support departments, including but not limited to, nursing, scheduling, personnel, administration, accounting, purchasing, and medical records, as necessary, for the proper and efficient provision of Services pursuant to this Agreement.

3.4 Personnel. HOSPITAL shall be responsible for employing or otherwise engaging and supplying all non-PRACTITIONER personnel necessary for the proper performance of Services by PRACTITIONERS under this Agreement and as required by law and accreditation agencies. HOSPITAL will be responsible for all employers' payroll taxes to which said personnel may be entitled. HOSPITAL shall be solely responsible for all employment-related decisions regarding such personnel, and shall indemnify and hold UCSD HEALTH harmless from and against any and all liability, loss, expense, or claims arising from such decisions.

3.5 Electronic Billing Support and Interface. HOSPITAL shall make available to UCSD HEALTH's Admissions-Discharge-Transfer (ADT) data feed and outpatient electronic medical record system so that PRACTITIONERS can facilitate billing and to interface with UCSD HEALTH's electronic medical record system.

3.6 Limitation on Control. HOSPITAL shall neither have nor exercise any control or direction over any PRACTITIONER'S professional medical judgment or the methods by which any PRACTITIONER performs professional medical services; however, PRACTITIONERS shall comply with all applicable standards and recommendations of The Joint Commission, other accreditation and regulatory bodies, and all applicable laws.

3.7 No Policy-Based Restrictions on Care

HOSPITAL represents that it: (i) does not have, and shall not enforce, any criteria, rules, regulations, or other policies or procedures that directly or indirectly prohibit, limit, or restrict the ability of a PRACTITIONER to provide an Indicated Treatment (for purposes of this Agreement, an "Indicated Treatment" shall constitute an evidence-based medical treatment or service that falls within the scope of their privileges and is necessary and appropriate for prevention, diagnosis, or treatment), (ii) shall not require a PRACTITIONER to obtain permission from a non-physician to perform an Indicated Treatment for which consent has been obtained from the patient or the patient's representative, except as provided in Sections 3.7(a) or (b) below.

a) If any of the following applies:

1. HOSPITAL lacks the equipment or personnel to provide the Indicated Treatment.
2. A full review of the medical evidence by a qualified physician and/or surgeon determines that the Indicated Treatment is not medically appropriate.
3. The Indicated Treatment involves prescription, administration, or implantation of a drug, biologic, or device that is not listed on HOSPITAL's formulary, or is not available through its regular procurement processes and for which HOSPITAL does not make available alternative products approved for the same indications or conditions.

4. The Indicated Treatment, as determined by a qualified physician and/or surgeon, is not evidence-based and necessary and appropriate for prevention, diagnosis, or treatment of a patient's disease or condition.

b) Such criteria, rules, regulations, policies or procedures are required by federal or state law or regulation as a condition of licensure, receipt of federal or state funds, or participation in Medicare, Medi-Cal, or other federal or state health care program.

To the extent that HOSPITAL may: (i) have any criteria, rules, regulations, or other policies or procedures that directly or indirectly prohibit, limit, or restrict the ability of a PRACTITIONER to provide an Indicated Treatment that does not fall under Sections 3.7(a) or (b) above, or (ii) require a PRACTITIONER to obtain permission from a non-physician to perform an Indicated Treatment for which consent has been obtained from the patient or the patient's representative, that does not fall under Sections 3.7(a) or (b) above, HOSPITAL agrees to inform UCSD HEALTH immediately.

4. COMPENSATION AND BILLING

4.1 Compensation. As compensation for the Services rendered to HOSPITAL pursuant to this Agreement, HOSPITAL shall pay UCSD HEALTH the Compensation, as that term is defined in Exhibit 2, which is attached hereto and incorporated herein by reference.

4.2 Billing and Collection. UCSD HEALTH shall be responsible for, and solely entitled to, bill and collect for all professional fees for the Services furnished under this Agreement ("Professional Fees"). UCSD HEALTH shall bill and collect the Professional Fees in compliance with applicable laws, including, but not limited to, the requirements of the Medicare and Medi-Cal Programs, and, as applicable, the requirements of other third-party payers, whether public or private. HOSPITAL shall be responsible for, and solely entitled to, bill and collect for all technical fees and non-professional (Part A) services furnished at the Location. UCSD HEALTH and HOSPITAL shall reasonably cooperate to ensure that their billing and collection practices conform to the requirements of this Section. Neither HOSPITAL nor UCSD HEALTH shall bill for or have any claim to or interest in the amounts to which the other Party is entitled to bill or that are billed by the other Party.

4.3 PRACTITIONER Salary and Benefits. Payment of PRACTITIONERS' salary, benefits, and overhead shall be the sole responsibility of UCSD HEALTH as the employer of such PRACTITIONERS.

4.4 Annual Review of Arrangement.

4.4.1 Review of Compensation

a) HOSPITAL and UCSD HEALTH agree to review the Compensation hereunder on an annual basis, or as needed, but in no case less often than once every three (3) years after commencement of this Agreement. If a third-party fair market value assessment is required, the cost of such assessment shall be evenly split between the Parties. If UCSD HEALTH independently obtains a third-party fair market value assessment, UCSD HEALTH shall not be required to share such independently-obtained fair market value assessment or reports with HOSPITAL.

4.4.2 Review of Performance

a) UCSD HEALTH and HOSPITAL will cooperate in conducting evaluations of this Agreement, as needed.

b) Consistent with applicable law, UCSD HEALTH shall make available to HOSPITAL the specific books, records, files and other documents and information

relevant to performance of this Agreement as reasonably requested by HOSPITAL to facilitate review and evaluation.

c) UCSD HEALTH agrees to cooperate with HOSPITAL in the event that HOSPITAL reasonably determines that remedial action is necessary to improve UCSD HEALTH's performance, or that of its PRACTITIONER(S), under this Agreement, provided that HOSPITAL agrees to promptly notify UCSD HEALTH in advance of circumstances, including any performance issues, which may lead to remedial action regarding any UCSD HEALTH PRACTITIONER by providing written notice in accordance with the notice provisions of this Agreement as well as to the relevant UCSD HEALTH department contacts.

5. REVIEW OF BILLING DOCUMENTS AND USE OF TAX IDENTIFICATION NUMBER

5.1 HOSPITAL shall allow UCSD HEALTH the right to access, review and copy documentation relating to the Services, including without limitation medical records, to ensure accuracy of the billing of the Professional Fees.

5.2 HOSPITAL shall use its own tax identification number when submitting any bill under this Agreement and shall provide documentation of such tax identification number prior to submitting the first bill under this Agreement.

6. HOSPITAL'S INSURANCE

HOSPITAL, at its sole cost and expense, shall insure HOSPITAL's activities in connection with this Agreement and obtain, keep in force, and maintain insurance as follows:

6.1 Professional Medical and Hospital Liability Insurance (contractual liability included) with limits of two million dollars ($2,000,000) per occurrence and four million dollars ($4,000,000) general aggregate.

6.2 Comprehensive or Commercial Form General Liability Insurance (contractual liability included) with a minimum limit of one million dollars ($1,000,000) per occurrence.

6.3 Business Automobile Liability Insurance for owned, non-owned, or hired automobiles with a combined single limit of not less than one million dollars ($1,000,000) per occurrence.

If the above insurance is written on a claims-made form, it shall continue for three (3) years following termination of this Agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the Effective Date of this Agreement.

6.4 Workers' Compensation as required under California State law.

6.5 Such other insurance in such amounts which from time-to-time may be reasonably required by mutual consent of UCSD HEALTH and HOSPITAL against other insurable risks relating to performance.

Coverage required under this Section 6 shall not limit the liability of HOSPITAL.

The coverage referred to under Subsections 6.2 and 6.3 shall include UCSD HEALTH as an additional insured. Such a provision, however, shall apply only in proportion to and to the extent of the negligent acts or omissions of HOSPITAL, its officers, employees, and agents. HOSPITAL, upon request, shall furnish UCSD HEALTH with certificates of insurance evidencing compliance with all requirements. Certificates

shall further provide for thirty (30) days advance written notice to UCSD HEALTH of any material modification, change or cancellation of any of the above insurance coverage and ten (10) days advance written notice to UCSD HEALTH for non-payment of premium.

7. UCSD HEALTH'S INSURANCE

UCSD HEALTH, at its sole cost and expense, shall insure its activities in connection with this Agreement by maintaining programs of self-insurance as follows:

7.1 Professional Medical and Hospital Liability Self-insurance Program with limits of two million dollars ($2,000,000) per occurrence and four million dollars ($4,000,000) general aggregate.

7.2 General Liability Self-Insurance Program with a limit of one million dollars ($1,000,000) per occurrence.

7.3 Business Automobile Liability Insurance for owned, non-owned, or hired automobiles with a combined single limit of not less than one million dollars ($1,000,000) per occurrence.

7.4 Workers' Compensation as required under California State law.

7.5 Such other insurance in such amounts, which from time to time may be reasonably required by mutual consent of the Parties against other insurable risks relating to performance

Coverage required under this Section 7 shall not in any way limit the liability of UCSD HEALTH.

The coverage referred to under Subsections 7.2 and 7.3 shall include HOSPITAL as an additional insured. Such a provision, however, shall apply only in proportion to and to the extent of the negligent acts or omissions of UCSD HEALTH, its officers, employees, and agents.

8. INDEMNIFICATION

8.1 HOSPITAL's Indemnification. To the extent permitted by law, HOSPITAL shall defend, indemnify and hold UCSD HEALTH, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of HOSPITAL, its officers, employees, or agents.

8.2 UCSD HEALTH's Indemnification. To the extent permitted by law, UCSD HEALTH shall defend, indemnify and hold HOSPITAL, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of the Services but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of UCSD HEALTH, its officers, employees, or agents.

9. COOPERATION IN DISPOSITION OF CLAIMS

HOSPITAL and UCSD HEALTH agree to cooperate with each other in the investigation and disposition of third-party liability claims arising out of any Services provided under this Agreement. It is the intention of the Parties to fully cooperate in the disposition of all such claims. Such cooperation may include joint investigation, defense and disposition of claims of third parties arising from Services performed under this Agreement. HOSPITAL and UCSD HEALTH agree to promptly inform one another whenever an incident report, claim or complaint is filed or when an investigation is initiated concerning any Services performed under this Agreement. To the extent allowed by law, HOSPITAL and UCSD HEALTH shall have reasonable

access to the medical records and charts of the other relating to any such claim or investigation; provided, however, that nothing in this Section shall require either HOSPITAL or UCSD HEALTH to disclose any peer review documents, incident reports, records or communications which are privileged under Section 1157 of the California Evidence Code, under the Attorney-Client Privilege or under the Attorney Work-Product Privilege.

10. COMPLIANCE

10.1 Fair Market Value and Commercial Reasonableness. The Parties agree that the terms and provisions of the Agreement (1) are the product of bona fide, arm's-length negotiations, (2) are not determined in a manner that takes into account – in the aggregate or otherwise – the volume or value of patient referrals or other business generated by and among the Parties, or any of their respective affiliates, owners, employees, or contractors, (3) are commercially reasonable, and (4) to the best of the Parties' knowledge, the Compensation is consistent with fair market value. The Parties agree that it is neither Party's purpose, in whole or in part, to induce the other Party or any of its affiliates, employees, or contractors (including, with respect to UCSD HEALTH, the PRACTITIONERS) to engage in any conduct that is prohibited by the federal health care program anti-kickback statute, 42 U.S.C. §1320a-7b(b), or any of its state law counterparts.

10.2 No Patient Referrals.

10.2.1 The Parties acknowledge that none of the benefits granted to UCSD HEALTH or its PRACTITIONERS under this Agreement is conditioned on any requirements that UCSD HEALTH or PRACTITIONERS make referrals to, be in a position to make or influence referrals to, or otherwise generate business for HOSPITAL or any of its affiliates, owners, employees or contractors. While the HOSPITAL acknowledges that it would like to treat patients in its geographic service area, both Parties represent and warrant that the decision of where a patient should be treated will remain in each PRACTITIONER's independent medical judgment and shall be made in the best clinical interests of each patient, taking into account, as appropriate, any insurer directives and the patient's freedom of choice.

10.2.2 The Parties further acknowledge that none of the benefits granted to HOSPITAL under this Agreement is conditioned on any requirements that HOSPITAL make referrals to, be in a position to make or influence referrals to, or otherwise generate business for UCSD HEALTH or any of its affiliates, owners, employees or contractors, including the PRACTITIONERS.

10.2.3 The Parties agree that the Services provided hereunder are non-exclusive and PRACTITIONERS may establish privileges at, refer any service to, or otherwise generate any business for any other entity of PRACTITIONERS' choosing. The Parties further agree that either Party may provide Services for any other entity of the Party's choosing.

10.3 Patient Transfers. In the event that a PRACTITIONER determines that a HOSPITAL patient requires the services of another facility, the transfer of that patient to another facility shall be in accordance with applicable federal and state laws and regulations and HOSPITAL's policies and procedures regarding patient transfers. With respect to patient transfers, a PRACTITIONER's choice of receiving facility shall (1) be consistent with patient choice, directives by the patient's insurer, and the patient's best medical interests in the PRACTITIONER's judgment, to the extent possible, and (2) not take into account this Agreement.

10.4 Exclusion.

10.4.1 UCSD HEALTH hereby represents and warrants that UCSD HEALTH and PRACTITIONERS are not and at no time have been excluded, debarred, or suspended from

participation in any federal health care program (as that term is defined at 42 U.S.C. § 1320a-7b(f)) or any other federally funded program or federal contract, including, but not limited to, Medicare and Medicaid. UCSD HEALTH hereby agrees to promptly notify HOSPITAL of any threatened, proposed, or actual exclusion, debarment, or suspension of UCSD HEALTH or any PRACTITIONER from any federal health care program or any other federally funded program or federal contract.

10.4.2 HOSPITAL hereby represents and warrants that it is not and at no time has been excluded, debarred, or suspended from participation in any federal health care program (as that term is defined at 42 U.S.C. § 1320a-7b(f)) or any other federally funded program or federal contract, including, but not limited to, Medicare and Medicaid. HOSPITAL hereby agrees to promptly notify UCSD HEALTH of any threatened, proposed, or actual exclusion, debarment, or suspension of HOSPITAL from any federal health care program or any other federally funded program or federal contract.

10.5 Compliance with Non-Discrimination. The Parties each certify their respective compliance with all laws, regulations, and accreditation standards regarding non-discrimination, including Cal. Civ. Code § 51, prohibiting discrimination on the basis of sex (including pregnancy and childbirth as well as gender, gender identity, and gender expression), race, color, religion, ancestry, national origin, disability, medical condition, genetic information, marital status, sexual orientation, citizenship, primary language, or immigration status. Specifically, each Party offers any procedure it chooses to provide at HOSPITAL facilities or through UCSD HEALTH's faculty, staff, or trainees on a non-discriminatory basis.

10.6 Expectations of UCSD HEALTH Faculty, Staff, and Trainees. The Parties hereby express their mutual agreement and expectation that any UCSD HEALTH faculty, staff, and trainees working or training at HOSPITAL's facilities shall at all times: (i) make clinical decisions consistent with the standard of care and their independent professional judgment, respecting the needs and wishes of each individual patient; (ii) inform patients of all of their health care options; (iii) prescribe any interventions that are medically necessary and appropriate; (iv) transfer or refer patients to other facilities whenever they determine it is in the patient's interests; and (v) provide any item or service they deem in their professional judgment to be necessary and appropriate in the event of an emergency, without restriction, and without seeking approval from any non-provider, including any items or services where referral or transfer to another facility would, in their sole professional judgment, risk material deterioration to the patient's condition. Nothing herein shall be interpreted to permit or encourage any healthcare provider to deliver an item or service prohibited by law or without informed consent as required by law.

11. TERM AND TERMINATION

11.1 Term of Agreement. The term of this Agreement shall begin on the Effective Date and shall continue for an initial term of one (1) year, after which this Agreement shall automatically renew for successive one (1) year terms, unless otherwise terminated in accordance with the provisions of this Agreement.

11.2 Termination Without Cause. Notwithstanding any other provision to the contrary, this Agreement may be terminated without cause, for any reason, at any time by HOSPITAL or UCSD HEALTH upon one hundred twenty (120) days' prior written notice to the other Party.

11.3 Termination For Material Breach. In the event of a material breach of this Agreement, the non-breaching Party may terminate this Agreement by giving written notice of termination to the breaching Party, which termination shall be effective immediately upon delivery or as otherwise specified in such notice; provided, however, that if the nature of the breach is such that it can be reasonably cured, said notice shall specify the nature of such breach, and shall further state that the

breaching Party shall have thirty (30) days from the effective date of such notice to cure such breach, at which time, if the breach is not cured, this Agreement shall be terminated.

11.4 Cause for Automatic Termination. This Agreement shall automatically terminate in the event of: (1) the loss of HOSPITAL's State of California professional or business license; (2) the loss of HOSPITAL's insurance coverage as described in this Agreement; (3) the insolvency or bankruptcy of HOSPITAL; or (4) HOSPITAL's suspension, debarment or exclusion from participating in any federal health care program (as that term is defined at 42 U.S.C. § 1320a-7b(f)) or any other federally funded program.

11.5 Mutual Obligations and Termination Upon Jeopardy to Organizational Values. Each Party shall be solely and exclusively responsible for implementing and enforcing its policies, standards, and values. In the event either Party determines, in its sole discretion or judgment, that continued performance of this Agreement is incompatible with its policies, standards, or values, such Party shall immediately notify the other of the determination and, if the Parties are unable to resolve the problem, the Party that has made the determination may terminate this Agreement pursuant to the following paragraph to this Section. The Parties shall use their best efforts to assure continuity of patient care during the resulting transition.

Either Party may terminate this Agreement upon any act or omission of the other Party that materially jeopardizes the organizational values of the terminating Party, if such breach, act or omission is not cured to the satisfaction of the terminating Party in its sole discretion or judgment within 10 days after written notice is given to the other Party. Specifically, UCSD HEALTH may terminate this Agreement if it determines, in sole discretion, that continued performance of the Agreement would be incompatible with the policies or values of the University of California, or that HOSPITAL has breached the terms of this Agreement relating to PRACTITIONERS' freedom to make clinical decisions, counsel, prescribe for, and refer or transfer patients, or to provide any emergency item or service, including any necessary items and services to any patient for whom referral or transfer to another facility would risk material deterioration to the patient's condition, as described above.

11.6 Effect of Expiration or Termination. Upon the expiration or earlier termination of this Agreement, as herein above provided, and except as specifically provided herein, no Party shall have any further obligation hereunder except for obligations, debts or liabilities arising hereunder prior to the date of expiration or earlier termination.

11.7 Termination within Initial Twelve Months. If either Party terminates this Agreement prior to the end of the first twelve (12) months following the Effective Date, the Parties agree that they shall not enter into another agreement for the same or similar Services until after such twelve (12) month period.

11.8 Survival. Sections 5, 6, 8, 9, 12, 15, and 22, and Subsection 11.6, and any other provision herein that contains obligations that extend past termination, expiration, or nonrenewal of this Agreement shall survive the termination, expiration, or nonrenewal of this Agreement.

12. HIPAA REQUIREMENTS AND PATIENTS RECORDS

12.1 To the extent applicable to this Agreement, each Party agrees to comply with the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act of 2009 (the "HITECH Act"), and any current and future regulations promulgated under either HIPAA or the HITECH Act, including without limitation the federal privacy standards contained in 45 C.F.R. Part 160 and Subparts A and E of Part 164 (the "Privacy Rule"), and the federal security standards contained in 45 C.F.R. Part 160 and Subparts A and C of Part 164 (the "Security Rule"), all as may be amended from time to time, and all collectively referred to herein as the "HIPAA Requirements."

Each Party agrees to enter into any further agreements as necessary to facilitate compliance with HIPAA Requirements.

12.2 Any and all of HOSPITAL's patient records and charts created as a result of the performance of Services under this Agreement shall be and remain the property of HOSPITAL. Both during and after the Term of this Agreement, UCSD HEALTH shall be permitted to inspect and/or duplicate, at UCSD HEALTH'S expense, any individual charts or records; (1) to the extent necessary to assist in the defense of any malpractice or similar legal claim to which such chart or records may be pertinent; (2) for educational purposes upon written approval by HOSPITAL not to be unreasonably withheld, delayed or conditioned; (3) as needed for peer review and medical service oversight; or (4) for billing or other administrative needs. Such inspection and/or duplication shall be permitted and conducted pursuant to commonly accepted standards of patient confidentiality in accordance with applicable federal, state and local laws, including but not limited to the HIPAA Requirements.

13. INDEPENDENT CONTRACTOR

None of the provisions of this Agreement shall be construed to or shall create a relationship of agency, representation, joint venture, ownership, control or employment between the Parties, and it is understood and agreed that UCSD HEALTH is at all times acting and performing the Services pursuant to this Agreement as an independent contractor and not as an employee or agent of HOSPITAL. HOSPITAL shall not control or direct the manner or methods by which UCSD HEALTH performs the contemplated Services. However, UCSD HEALTH shall be responsible for performing the Services in a manner and at times so as to ensure that the contemplated Services are performed and rendered in a competent, efficient and satisfactory manner.

14. MODIFICATIONS AND AMENDMENTS

This Agreement may be amended or modified only by mutual written consent of the authorized representatives of both Parties. HOSPITAL and UCSD HEALTH agree to amend this Agreement if such amendment is required by applicable regulatory authority and does not materially affect the relative economic benefits of the parties.

15. DISPUTE RESOLUTION

In the event of any dispute arising out of or relating to this Agreement, the Parties shall attempt, in good faith, to promptly resolve the dispute mutually between them. If they are unable to do so, then the following procedures shall apply, provided that such matter is not committed to a Party's sole discretion pursuant to this Agreement.

15.1 Mediation. Any dispute between the Parties arising out of or relating to this Agreement which cannot be promptly resolved by mutual agreement may be submitted to mediation. If the Parties mutually agree that mediation is appropriate, within ten (10) business days of the delivery of a request for mediation, the Parties shall agree upon a mediator. If the Parties are unable to agree on a mediator, a mediator shall be appointed by JAMS/Endispute. In consultation with the mediator selected, the Parties shall promptly designate a mutually convenient time and place for the mediation. At the mediation, each Party shall be represented by persons with authority to negotiate a resolution of the dispute, and may be represented by counsel. The mediator shall determine the format for the meetings. The mediation session shall be private. The fees and expenses of the mediator shall be borne equally by the Parties, each of whom shall be responsible for their own costs. The entire mediation process shall be confidential and the privileges and protection of California Evidence Code Section 1119 shall apply. Prior to commencement of mediation, the Parties and the mediator shall execute a written confidentiality agreement in accordance with the provisions of California Evidence Code Section 1119. At any time, either Party may withdraw from the mediation process and submit the matter to binding arbitration.

15.2 Arbitration. All disputes between the Parties arising out of or relating to this Agreement which cannot be resolved by mutual agreement or mediation may be resolved by arbitration in accordance with the provisions of this Subsection, if both Parties agree to arbitration. Either Party may send a written request for arbitration to the other Party setting forth the nature of the controversy, the dollar amount involved, if any, and the remedies sought. If arbitration is commenced, there shall be one (1) arbitrator. If the Parties fail to select a mutually acceptable arbitrator within ten (10) days after the request for arbitration is mailed, then the Parties may stipulate to arbitration before a single arbitrator sitting on the San Diego JAMS/Endispute panel, who is a retired judge and is selected in the sole discretion of the JAMS/Endispute office administrator. The Parties shall share all interim costs of the arbitration until decision. The prevailing Party shall be entitled to reimbursement by the other Party of such Party's reasonable attorneys' fees and costs and any arbitration fees and expenses incurred with the arbitration. The substantive law of the State of California shall be applied by the arbitrator. The Parties shall have the rights of discovery as provided for in Part 4 of the California Code of Civil Procedure and as provided for in Section 1283.05 of said Code. The California Code of Evidence shall apply to testimony and documents submitted to the arbitrator. Arbitration shall take place in San Diego, California. As soon as reasonably practicable, a hearing with respect to the dispute or matter to be resolved shall be conducted by the arbitrator. As soon as reasonably practicable thereafter, the arbitrator shall arrive at a final decision, which shall be reduced to writing, signed by the arbitrator and mailed to each of the Parties and their legal counsel. All decisions of the arbitrator shall be final, binding and conclusive on the Parties. A court of appropriate jurisdiction may issue a writ to enforce the arbitrator's decision. Judgment may be entered upon a decision in accordance with applicable law in any court having appropriate jurisdiction.

16. GOVERNING LAW

This Agreement shall be governed in all respects by the laws of the State of California, excluding any conflicts or choice of law rule or principle that might otherwise refer construction of this Agreement to the substantive law of another jurisdiction.

17. ASSIGNMENT

Neither HOSPITAL nor UCSD HEALTH shall assign their rights, duties, or obligations under this Agreement, either in whole or in part, without the prior written consent of the other Party.

18. USE OF NAMES

HOSPITAL acknowledges that UCSD HEALTH is subject to Education Code Section 92000 which provides that the name "University of California" is the property of the State, and that no person shall use this name without the permission of The Regents of the University of California. Such permission may be granted by the Chancellor or his/her designee through authority re-delegated to them. Unless otherwise expressly provided in this Agreement, neither Party shall use the name, address, phone number, website link, insignia, symbol, trademark, trade name or logo of the other Party (or any abbreviation or adaptation thereof), in any press release, promotional material or other public disclosure or statement without the other Party's prior written consent in each instance, unless such disclosure is required by law or the requirement of a national securities exchange or similar regulatory body, in which event the disclosing Party shall notify the other Party prior to making such disclosure.

19. SEVERABILITY

If any present or future laws effective during the term hereof shall cause any provision of this Agreement to become illegal, invalid or unenforceable, such provision shall be fully severable. This Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part

hereof, and the remaining provisions shall remain in full force and effect unaffected by such severance, provided that the invalid provisions are not material to the overall purpose and operation of this Agreement.

20. WAIVER

Waiver by either Party of any breach of any provision of this Agreement or warranty of representation herein set forth shall not be construed as a waiver of any subsequent breach of the same or any other provision. The failure to exercise any right hereunder shall not operate as a waiver of such right. All rights and remedies provided for herein are cumulative.

21. ENTIRE AGREEMENT

This Agreement contains all the terms and conditions as agreed upon by the Parties hereto regarding the subject matter of the Agreement and supersedes any prior agreements, oral or written, and all other communications between the Parties relating to such subject matter.

22. ATTORNEYS' FEES

In the event of any action, suit or proceeding between the Parties hereto, the cost of such action, suit or proceeding, including reasonable attorneys' fees, shall be borne by the losing Party or, in the case of arbitration, as determined by the arbitrator.

23. INTERRUPTION OF SERVICES

Any of the Parties shall be excused from any delay or failure in performance hereunder caused by reason of any occurrence or contingency beyond its reasonable control, including, but not limited to, acts of God, acts of war, fire, insurrection, labor disputes, riots, earthquakes, or other acts of nature. The obligations and rights of the Party so excused shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption. In the event the interruption of the excused Party's obligations continues for a period in excess of thirty (30) days, the other Party shall have the right to terminate this Agreement upon ten (10) days prior written notice to the excused Party.

24. SUBJECT HEADINGS

The subject headings used in this Agreement are for convenience only and shall not be deemed to affect the meaning or construction of any of the terms, provisions, covenants or conditions of this Agreement.

25. METHOD OF NOTIFICATION

All notices required or permitted to be given hereunder which may be given by any Party to the other, shall be deemed given as of the date it is delivered by hand, or upon receipt of confirmation of electronic transmission by e-mail or facsimile or such notice shall be deemed to have been delivered to the Party to whom notice was addressed on the third business day after the day on which it was (1) mailed by registered or certified mail, postage prepaid, return receipt requested or (2) sent by overnight courier, charges prepaid, and addressed to the Party to receive such notice as follows:

TO UCSD HEALTH:
Chief Executive Officer
UC San Diego Health
9300 Campus Point Drive, #7970
La Jolla, CA 92037-7970

With copy to:
Chief Counsel
UC San Diego Health

9300 Campus Point Drive, #7970
La Jolla, CA 92037-7970

TO HOSPITAL: _____

26. COUNTERPARTS

This Agreement may be executed in separate counterparts, none of which need contain the signatures of all Parties, each of which shall be deemed to be an original, and all of which taken together constitute one and the same instrument. Telecopied or scanned signatures will be deemed to have the same effect as an original.

SIGNATURES TO FOLLOW

The Parties have executed this Agreement as set forth below.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA,
on behalf of the University of California San Diego Health

By: _____ _____
Patricia S. Maysent Date
Chief Executive Officer
UC San Diego Health

IMPERIAL VALLEY HEALTHCARE DISTRICT

By: _____ _____
Date

Name: _____

Title: _____

EXHIBIT 1

SERVICES

Practitioner
The following PRACTITIONERS are appointed to provide the Services described below:

1) Siddhartha Iyengar, MD

   The Parties anticipate that up to two (2) additional PRACTITIONERS may be added to this Exhibit 1 during the Term as mutually agreed upon by the Parties.

Services
The PRACTITIONERS shall provide oncology on-site coverage services at the Location described below during the days of Monday through Friday from 8am to 5pm for 2 days per week (equivalent to 4 sessions per week), up to a maximum of 4 days per week (equivalent to 8 sessions per week) per PRACTITIONER as mutually agreed upon and scheduled by the Parties. Each "session" is defined as a 4-hour block.

LOCATION
1271 W Ross Avenue, El Centro, CA 92243

EXHIBIT 2

COMPENSATION

Compensation

As compensation for the Services rendered by UCSD HEALTH to HOSPITAL under this Agreement, HOSPITAL shall pay UCSD HEALTH in the amounts and on the terms set forth below (collectively, the "Compensation"):

- Rate of $2,059 per session; *provided, however,* that the Compensation will be reduced by fifty percent (50%) of the collections for Professional Fees received by UCSD HEALTH. Each month, UCSD HEALTH's invoice to HOSPITAL shall reflect an adjustment to the monthly Compensation reflecting fifty percent (50%) of the collections received during the applicable month. Within ninety (90) days after the last day of Services have been provided hereunder, UCSD HEALTH shall pay to HOSPITAL any reconciliation payment that may be due to HOSPITAL for collections received after such Services have ended.

Payment of Compensation.

HOSPITAL shall pay the Compensation to UCSD HEALTH on a monthly basis. UCSD HEALTH shall invoice HOSPITAL on a monthly basis for the Services rendered in the prior month. Services shall be listed as a session count by PRACTITIONER for the preceding month. HOSPITAL shall remit payment to UCSD HEALTH within thirty (30) days of the receipt of such invoice.

Invoices will be sent to: _____
Attn: _____
_____
_____

Checks will be made payable to: The Regents of the University of California

And sent to: UC San Diego Health
9300 Campus Point Drive, M.C. 7970
La Jolla, CA 92037
UCSD Re: # _____
Federal Tax ID# 95-6006144

RESOLUTION NO. 2026-1112

RESOLUTION OF THE BOARD OF DIRECTORS OF IMPERIAL VALLEY HEALTHCARE DISTRICT AUTHORIZING AND APPROVING THE ADOPTION OF THE DELEGATION OF AUTHORITY POLICY

WHEREAS, Imperial Valley Healthcare District ("**IVHD**") is a California healthcare district and political subdivision of the State of California established by the California Legislature pursuant to Assembly Bill 918 (2023), California Health and Safety Code § 32499.5 et seq., and organized and operating pursuant to The Local Health Care District Law, California Health and Safety Code § 32000 et seq. (the "**Local Health Care District Law**"), and the Bylaws of the IVHD Board of Directors (the "**IVHD Board Bylaws**");

WHEREAS, on June 12, 2025, pursuant to the Joint Exercise of Powers Act, California Government Code § 6500 et seq. (the "**JPA Act**"), IVHD and The Regents of the University of California, a California constitutional corporation organized and existing under Article IX, Section 9 of the Constitution of California, on behalf of UC San Diego Health ("**UCSD**"), entered into that certain Joint Powers and Affiliation Agreement (the "**JPA Agreement**");

WHEREAS, pursuant to the JPA Agreement, IVHD has engaged UCSD to act as the manager of the Healthcare Facilities (as defined in the JPA Agreement) and has granted to UCSD the sole and exclusive right to operate, manage, supervise, direct, and control the management and operation of the Healthcare Facilities, subject to the provisions of the JPA Agreement and to the Board of Directors of IVHD (the "**Board**") retaining ultimate authority and responsibility for the Healthcare Facilities as required by law;

WHEREAS, pursuant to Section 4.1 of the JPA Agreement, UCSD acts as the manager of the Healthcare Facilities subject to the continuing consent of the Board, which retains ultimate authority and responsibility for the Healthcare Facilities as required by law, and, pursuant to Section 6.9 of the JPA Agreement, the Board retains sole and ultimate control and authority over the matters described therein; and

WHEREAS, in accordance with the JPA Agreement and the IVHD Board Bylaws, the Board desires to take all actions necessary and appropriate to implement Phase 2 under the JPA Agreement, including the adoption of the Delegation of Authority Policy (the "**Delegation of Authority Policy**") setting forth the authority delegated by the Board to UCSD, as manager of the Healthcare Facilities, to be exercised through the Chief Executive Officer of IVHD (the "**Chief Executive Officer**"), and the limits of such delegation.

NOW, THEREFORE, IT IS HEREBY RESOLVED that the Board hereby authorizes and approves the Delegation of Authority Policy in the form attached to this Resolution as Exhibit A; and

FURTHER RESOLVED, that the Chief Executive Officer is hereby authorized and directed to take all actions necessary and appropriate to implement the Delegation of Authority Policy, including delivering a copy of the Delegation of Authority Policy to UCSD.

IT IS SO RESOLVED.

APPROVED:

_____
Katherine Burnworth, Chair
Board of Directors
Imperial Valley Healthcare District

ATTESTED:

_____
Brenda Ryan, Board Clerk
Imperial Valley Healthcare District

SECRETARY'S CERTIFICATE

I, Enola Berker, Secretary of the Board of Directors of Imperial Valley Healthcare District, a California healthcare district, County of Imperial, California, attest and certify as follows:

The attached is a full, true, and correct copy of Resolution No. 2026-1112 duly adopted at the regular meeting of the Board of Directors of Imperial Valley Healthcare District, which was duly held on November 12, 2026, at which meeting a quorum of the members of the Board of Directors were present; and at such meeting such resolution was adopted by the following vote:

YES:

NO:

ABSTAIN:

ABSENT:

I have carefully compared the same with the original minutes of such meeting on file and of record in my office; the attached resolution is a full, true and correct copy of the original resolution adopted at such meeting and entered in such minutes; and such resolution has not been amended, modified, or rescinded since the date of its adoption, and the same is now in full force and effect.

WITNESS my hand this 12th day of November, 2026.

_____

Secretary of the Imperial Valley Healthcare District Board of Directors

EXHIBIT A

DELEGATION OF AUTHORITY POLICY

[Attached]

DELEGATION OF AUTHORITY POLICY
OF THE IMPERIAL VALLEY HEALTHCARE DISTRICT
BOARD OF DIRECTORS

Adopted November 12, 2026, by Resolution No. 2026-1112

I. Delegation of Authority. Pursuant to the Joint Powers and Affiliation Agreement dated June 12, 2025 (the "**JPA Agreement**"), by and between Imperial Valley Healthcare District ("**IVHD**") and The Regents of the University of California on behalf of UC San Diego Health ("**UCSD**"), the Board of Directors of IVHD (the "**Board**") delegates its authority with respect to expenditures, the negotiation and execution of contracts, personnel actions, capital commitments, litigation and settlements relating to the Healthcare Facilities to UCSD, in its capacity as manager of the Healthcare Facilities under the JPA Agreement, to be exercised in the name and on behalf of IVHD by the Chief Executive Officer of IVHD (the "**CEO**"), according to the limits set forth and incorporated by reference in this Delegation of Authority Policy (the "**Policy**"). The CEO shall be the direct representative of UCSD and the Board in the management of the business of IVHD and the Healthcare Facilities and shall supervise and control the business and affairs of the Healthcare Facilities, subject to the ultimate authority and responsibility for the Healthcare Facilities retained by the Board under the JPA Agreement (including Sections 4.1, 4.2 and 6.9 thereof) and applicable law, and this Policy. The CEO may further delegate such authority to the executive management team of IVHD and the Healthcare Facilities (the "**Executive Management Team**") and other IVHD or UCSD personnel as the CEO may deem appropriate unless prohibited by the JPA Agreement, this Policy, or applicable law.

II. Limits of Delegation. The delegation of authority in Section I is subject to the limits set forth in the JPA Agreement, and applicable law, including the Local Health Care District Law, including, but not limited to, the limits regarding the following actions, **which shall require the prior approval of the Board:**

(a) approving the annual operating budget and the annual capital budget for the Healthcare Facilities prepared pursuant to Sections 5.1(a)(xiii) and 5.2(a) of the JPA Agreement (collectively, the "**Annual Budget**"), and any amendments thereto;

(b) approving any expenditure that would cause IVHD to exceed budgeted amounts in the Annual Budget or that would result in a Material Deviation, except as otherwise permitted by Sections 5.1(a)(xiii) and 5.2(a) of the JPA Agreement;

(c) to the extent not included in the Annual Budget, approving any capital expenditure related to improvements, expansion, alterations, repairs or other construction projects that are necessary for the operation of the Healthcare Facilities; provided, however, that, as provided in Section 5.1(a)(xiii) of the JPA

Agreement, UCSD may make such an expenditure without prior Board approval to the extent the expenditure is required by law or is necessary to avoid immediate harm to or interruption of hospital operations, in which case the expenditure shall be reported to the Board through its Chair within five (5) days of the expenditure;

(d) to the extent not included in the Annual Budget, approving any action that involves making any expenditure involving payment by IVHD that is related to the construction and/or acquisition of any other facilities or improvements to accomplish the purposes of IVHD;

(e) approving any contract with a third party for or on behalf of any of the Healthcare Facilities that requires or is likely to result in an annual expenditure of more than **$500,000**, and any amendments or renewals thereto, which specifically revises and otherwise amends the limit set in Section 5.3 of the JPA Agreement;

(f) approving any collective bargaining agreement or labor contract, which the Board shall be the only entity authorized to execute, as provided in Section 5.1(a)(iii) of the JPA Agreement;

(g) the hiring or selection of legal counsel for IVHD, whether outside legal counsel or local legal counsel, as provided in Section 5.4 of the JPA Agreement, except that the CEO shall have authority to hire or terminate a Chief Legal Officer if specifically authorized by the Board;

(h) approving any action reserved to IVHD as a partner, joint venturer, member, shareholder, co-owner or similar party of any partnership, joint venture, limited liability company or similar entity, as provided in Section 5.1(a)(xi) of the JPA Agreement;

(i) approving any matters requiring the approval of the Board under the JPA Agreement, the IVHD Board Bylaws, or the Local Health Care District Law;

(j) causing IVHD to engage in any business other than for the purposes authorized by the Local Health Care District Law and the IVHD Board Bylaws;

(k) approving the sale, lease, encumbrance or other transfer of any real property assets of IVHD, or of all or any portion of the Healthcare Facilities, which shall be subject to the notice requirements and the UCSD Option set forth in Article XIII of the JPA Agreement;

(l) approving any joint venture, merger, acquisition, disposition, dissolution, sale of assets, affiliation, or other transaction or strategic arrangement involving IVHD or any of the Healthcare Facilities;

(m) creating, acquiring, capitalizing or otherwise owning or holding any subsidiary or affiliate of IVHD;

(n) approval of any agreement that (i) constitutes a guarantee, indemnity, or assumption of liability for obligations of any third party; or (ii) grants exclusivity rights or imposes exclusivity restrictions upon IVHD or any of the Healthcare Facilities or any of their respective assets that are material to operations;

(o) incurrence of any indebtedness, including any working capital or other loan agreement, letter of credit, or related debt instrument, as provided in Sections 5.2(i) and 5.4(e) of the JPA Agreement, and any action that would be inconsistent with the Bond Documents or Bond Covenants, as provided in Section 5.7 of the JPA Agreement;

(p) adopting the Medical Staff Bylaws and approving Medical Staff appointments and reappointments, the granting of clinical privileges, and the reduction, modification, suspension, or termination of Medical Staff appointments and clinical privileges, as provided in Sections 6.9(c) and 12.1 of the JPA Agreement;

(q) adopting personnel policies for IVHD employees and corporate compliance plans for IVHD and the Healthcare Facilities, as provided in Sections 5.1(a)(iii) and 5.1(a)(vii) of the JPA Agreement;

(r) approving the strategic plan for the Healthcare Facilities and any material updates thereto, as provided in Section 5.1(a)(xiv) of the JPA Agreement; and

(s) any other matter over which the Board retains sole and ultimate control and authority under Section 6.9 of the JPA Agreement or applicable law, including the obligations of the governing body set forth in 42 C.F.R. § 482.12 and California Code of Regulations, Title 22, Section 70713.

Nothing in this Policy shall limit the authority of the CEO and the Chief Financial Officer of IVHD, as provided in Section 5.2(h) of the JPA Agreement, to execute checks and approve payments and expenditures, with approval authority consistent with that which existed at the time of execution of the JPA Agreement; provided that such authority shall be exercised consistent with the Annual Budget and the limits set forth in this Section II.

III. Reporting. The CEO shall report to the Board as required by the JPA Agreement, including (a) reports regarding quality assurance and performance improvement no less than every other month, as provided in Section 5.1(a)(x) of the JPA Agreement; (b) disclosure, on no less than a monthly basis, of any alleged defaults or claims with exposure in amounts of **$50,000 or more**, as provided in Section 5.1(a)(xii) of the JPA Agreement; and (c) notice, at least quarterly, of any and all proposed material changes or Material Deviations from the Annual Budget, as provided in Section 5.2(a) of the JPA Agreement.

IV. Settlement of Claims. The Board authorizes the CEO, in consultation with IVHD's General Legal Counsel, to allow, compromise or settle claims against IVHD if the amount to be paid pursuant to the allowance, compromise or settlement is **$500,000 or less.** Allowances, compromises or settlements of claims against IVHD exceeding $500,000 must be authorized by the Board.

V. Rescission of Delegation. The Board retains the right to rescind any delegation rights contained in this Policy at any time.

VI. Amendment. This Policy may be amended only upon approval of the Board.

VII. Conflicts. Except with respect to Sections I.e. and IV of this Policy, in the event of any conflict between this Policy and the JPA Agreement, the JPA Agreement shall control. To the extent the limits of delegation set forth in this Policy conflict with other IVHD policies in existence, the delegation of authority limits set forth in this Policy shall control, and any and other policies or procedures will be revised accordingly and administratively by the CEO or his delegee, in consultation with the General Legal Counsel, subject to ratification by the Board on a consent agenda at future Board meetings as identification of conflicts are discovered.

VIII. Capitalized Terms. Capitalized terms not defined in this Policy shall have the same meanings as in the JPA Agreement and the IVHD Board Bylaws.

END OF POLICY

Snell & Wilmer

TO: IVHD Board of Directors **CM #:** 96532-01

FROM: Adriana R. Ochoa, Legal Counsel

DATE: November 12, 2026

RE: **Agenda Item 9p:** Staff Recommendation to Adopt Resolution Electing to Become Subject to the Uniform Public Construction Cost Accounting Act (Public Contract Code Section 22000 et seq.)

Under Health and Safety Code Section 32132, the District generally must formally bid any contract involving an expenditure of more than $25,000 for work to be done, including public works projects. The District's Purchasing and Procurement Policy (Policy #2025-01) implements this requirement. As a result, even relatively small construction, repair, and renovation projects currently require full formal bidding.

The Uniform Public Construction Cost Accounting Act (Public Contract Code Sections 22000–22045) (the "Act" or "UPCCAA") is a voluntary state program that provides public agencies with a streamlined alternative for bidding public projects. Public agencies that opt into the Act agree to follow uniform cost accounting procedures developed by the California Uniform Construction Cost Accounting Commission ("CUCCAC"). In exchange, they may use the following thresholds, which took effect January 1, 2025:

- **$75,000 or less:** public projects may be performed by District employees (force account), by negotiated contract, or by purchase order, without bidding.
- **$75,001 to $220,000:** public projects may be awarded through informal bidding procedures.
- **More than $220,000:** public projects must be formally bid.

Participation applies only to "public projects" as defined in the Act (generally construction, reconstruction, alteration, renovation, improvement, demolition, repair, and painting of District facilities). It does not change the rules for purchases of supplies, equipment, or professional services.

To participate, the Board must (1) adopt a resolution electing to become subject to the Act, (2) notify the State Controller of its election, and (3) adopt an informal bidding ordinance under Public Contract Code Section 22034. Once the District opts in, it must follow the Act for all public projects until the Board formally opts out by resolution.

Summary of the Resolution

The attached resolution:

- Elects to make the District subject to the Act's uniform public construction cost accounting and bidding procedures under Public Contract Code Section 22030;

- Commits the District to follow the CUCCAC *Cost Accounting Policies and Procedures Manual* and cost accounting review procedures, as amended from time to time;
- Directs the Board Secretary to certify the resolution and send notice of the election to the State Controller's Office, by email to LocalGovPolicy@sco.ca.gov or by mail;
- Provides that the Board will next consider an informal bidding ordinance under Public Contract Code Section 22034, and that the District will not use informal bidding until that ordinance takes effect; and
- Takes effect immediately upon adoption, with the Act's procedures being implemented on the date the informal bidding ordinance takes effect.

The companion informal bidding ordinance is presented as a separate agenda item.

Fiscal Impact

There is no direct fiscal impact from adopting the resolution. Participation is expected to produce modest time and cost savings by reducing the need for formal plans, specifications, and bidding on smaller public projects. Staff will incur limited administrative costs to implement the CUCCAC cost accounting procedures (for example, tracking labor, materials, equipment, and overhead on projects performed by District employees) and to keep the related records.

Recommended Action

Legal counsel recommends that the Board of Directors adopt the attached resolution electing to make the Imperial Valley Healthcare District subject to the Uniform Public Construction Cost Accounting Act, and direct staff to complete all steps necessary for implementation, including notice to the State Controller's Office and presentation of an informal bidding ordinance, or take other action as the Board may deem appropriate.

RESOLUTION NO. 2026 – 1112B

RESOLUTION OF THE IMPERIAL VALLEY HEALTHCARE DISTRICT BOARD OF DIRECTORS ELECTING TO BECOME SUBJECT TO THE UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING PROCEDURES SET FORTH IN THE UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT (PUBLIC CONTRACT CODE §§ 22000 ET SEQ.)

WHEREAS, the Imperial Valley Healthcare District (the "**District**") is a California healthcare district organized and operating pursuant to the Local Health Care District Law (Health and Safety Code §§ 32000 *et seq.*); and

WHEREAS, Health and Safety Code § 32132 generally requires the District to competitively bid contracts involving an expenditure of more than Twenty-Five Thousand Dollars ($25,000) for work to be done, including public works contracts; and

WHEREAS, the Uniform Public Construction Cost Accounting Act, Public Contract Code §§ 22000 *et seq.* (the "**Act**"), establishes a uniform cost accounting standard for construction work performed or contracted by local public agencies and authorizes public agencies that elect to become subject to the Act to use informal bidding procedures for public projects of Two Hundred Twenty Thousand Dollars ($220,000) or less, as such limit may be adjusted from time to time; and

WHEREAS, the California Uniform Construction Cost Accounting Commission (the "**Commission**") has developed uniform cost accounting procedures for the performance of or the contracting for construction of public projects; and

WHEREAS, pursuant to Public Contract Code § 22030, a public agency must elect by resolution to become subject to the Act and must notify the State Controller of that election; and

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred;

NOW, THEREFORE, BE IT RESOLVED:

1. **Incorporation of Recitals**

The Board of Directors hereby finds that the foregoing recitals are true and correct and incorporates them herein by reference.

2. **Election to Become Subject to the Act**

Pursuant to Public Contract Code § 22030, the District hereby elects to become subject to the uniform public construction cost accounting and bidding procedures set forth in the Act and to the Commission's *Cost Accounting Policies and Procedures Manual* and cost accounting

review procedures, as each may be amended from time to time.

3. **Notice to the State Controller**

The Secretary of the Board of Directors shall certify the adoption of this Resolution and shall promptly transmit notice of the District's election, together with a copy of this Resolution, to the State Controller by email to LocalGovPolicy@sco.ca.gov or by mail to the Office of the State Controller, Local Government Programs and Services Division, Local Government Policy Section, P.O. Box 942850, Sacramento, CA 94250.

4. **Informal Bidding Ordinance (Pub. Contract Code § 22034)**

Following the adoption of this Resolution, the Board of Directors shall consider adoption of an informal bidding ordinance pursuant to Public Contract Code § 22034 to govern the selection of contractors to perform public projects pursuant to Public Contract Code § 22032(b). The District shall not let any public project to contract by informal procedures under Public Contract Code § 22032(b) until that ordinance has taken effect. Upon adoption, the Secretary of the Board of Directors shall transmit a copy of the ordinance to the State Controller in the manner described in Section 3.

5. **No Invalidation of Prior Lawful Actions**

Adoption of this Resolution shall not be construed as invalidating any prior lawful action taken by the Board of Directors or any committee of the District.

6. **Effective Date**

This Resolution shall take effect immediately upon adoption. The District shall implement the accounting and bidding procedures of the Act on the date the District's informal bidding ordinance adopted pursuant to Public Contract Code § 22034 takes effect.

_____

Katherine Burnworth
IVHD Board President

_____

Brenda Ryan
IVHD Board Clerk

SECRETARY'S CERTIFICATE

I, Enola Berker, Secretary of the Board of Directors of Imperial Valley Healthcare District, a California healthcare district, County of Imperial, California, certify as follows:

The attached is a full, true, and correct copy of Resolution No. 2026-1112B duly adopted at the meeting of the Board of Directors of Imperial Valley Healthcare District, which was duly held on November 12, 2026, at which meeting a quorum of the members of the Board of Directors were present; and at such meeting such resolution was adopted by the following vote:

YES:

NO:

ABSTAIN:

ABSENT:

I have carefully compared the same with the original minutes of such meeting on file and of record in my office; the attached resolution is a full, true and correct copy of the original resolution adopted at such meeting and entered in such minutes; and such resolution has not been amended, modified, or rescinded since the date of its adoption, and the same is now in full force and effect.

WITNESS my hand this 12th day of November, 2026.

_____
Secretary
Imperial Valley Healthcare District

Snell & Wilmer

TO: IVHD Board of Directors **CM #:** 96532-01

FROM: Adriana R. Ochoa, Legal Counsel

DATE: November 12, 2026

RE: **Agenda Item 9q**: Staff Recommendation to Introduce and Waive First Reading of Ordinance Establishing Informal Bidding Procedures Under the Uniform Public Construction Cost Accounting Act (Public Contract Code Section 22034)

By separate resolution, the Board is being asked to elect to make the District subject to the Uniform Public Construction Cost Accounting Act (Public Contract Code Sections 22000–22045) (the "Act" or "UPCCAA"). Public Contract Code Section 22034 requires every agency that opts into the Act to also adopt an informal bidding ordinance. The ordinance governs how the agency selects contractors for public projects that may be informally bid. The District may not use informal bidding until this ordinance takes effect.

Under the Act, as of January 1, 2025, public projects of $75,000 or less may be performed by District employees, by negotiated contract, or by purchase order. Projects of $220,000 or less may be awarded through the informal procedures set out in the ordinance. Projects over $220,000 must be formally bid. These limits are periodically adjusted by the State Controller, and the ordinance applies any adjusted limits automatically.

Summary of the Ordinance

The attached ordinance:

- **Informal bidding.** Authorizes the District to award public projects up to the informal bid limit, currently $220,000, using the procedures in the ordinance.
- **Qualified contractors list.** Requires the CEO or designee to keep a list of qualified contractors by category of work, following CUCCAC criteria. The list will be updated at least annually, including an annual notice to the Commission-designated trade journals for Imperial County.
- **Notice to bidders.** Requires notice inviting informal bids to be mailed, faxed, or emailed to listed contractors for the category of work and/or to the designated trade journals at least 10 calendar days before bids are due. Proprietary items may be noticed only to the contractors that can supply them.
- **Contents of notice.** Requires each notice to describe the project, explain how to obtain more information, and state the time and place for submitting bids, along with required public works information (license classification, prevailing wage, and Department of Industrial Relations registration).
- **Award authority.** Delegates authority to the CEO or designee to award informally bid contracts up to $220,000 to the lowest responsible bidder. The Board keeps its authority to reject bids or to award contracts itself.

- **Bids over the limit.** If all bids exceed $220,000, the Board may award the contract for up to $235,000 by resolution adopted by a four-fifths vote, if it finds the District's cost estimate was reasonable. Otherwise, the project must be formally bid.
- **Other provisions.** Prohibits splitting projects to avoid bidding requirements, includes a severability clause, and takes effect 30 days after adoption, with publication within 15 days after adoption in a newspaper of general circulation in Imperial County.

Relationship to Existing Procurement Policy

The District's Purchasing and Procurement Policy (Policy #2025-01) currently requires formal bidding for work over $25,000. It also sets the CEO's award and waiver authority. For public projects covered by the Act, the ordinance will control over any inconsistent provisions of the Policy. The Policy will otherwise remain in effect for purchases of supplies and equipment, professional services, and other contracts. Staff anticipates bringing conforming amendments to Policy #2025-01 to the Board for consideration after the ordinance takes effect.

Fiscal Impact

There is no direct fiscal impact from adopting the ordinance. The informal bidding procedures are expected to produce modest administrative savings by reducing the need for formal bidding on smaller public projects. Costs are limited to staff time to maintain the contractors list and send required notices, and the cost of publishing the ordinance.

Recommended Action

Legal counsel recommends that the Board of Directors introduce, by title only, and waive the first reading of the attached ordinance of the Imperial Valley Healthcare District establishing informal bidding procedures under the Uniform Public Construction Cost Accounting Act, and schedule the ordinance for adoption at the Board's next regular meeting, or take other action as the Board may deem appropriate.

ORDINANCE NO. 2026 - 1210

AN ORDINANCE OF THE BOARD OF DIRECTORS OF THE IMPERIAL VALLEY HEALTHCARE DISTRICT, A CALIFORNIA HEALTHCARE DISTRICT, ESTABLISHING INFORMAL BIDDING PROCEDURES UNDER THE UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT (PUBLIC CONTRACT CODE §§ 22000 ET SEQ.)

WHEREAS, the Imperial Valley Healthcare District (the "**District**") is a California healthcare district organized and operating pursuant to the Local Health Care District Law (Health and Safety Code §§ 32000 *et seq.*); and

WHEREAS, Health and Safety Code § 32132 generally requires the District to competitively bid contracts involving an expenditure of more than Twenty-Five Thousand Dollars ($25,000) for work to be done, and the District's Policy #2025-01 (the "**Procurement Policy**") implements that requirement; and

WHEREAS, the Uniform Public Construction Cost Accounting Act, Public Contract Code §§ 22000 *et seq.* (the "**Act**"), authorizes public agencies that elect to become subject to the Act to use alternative bidding procedures for public projects, including informal bidding for public projects of Two Hundred Twenty Thousand Dollars ($220,000) or less, as such limit may be adjusted from time to time pursuant to Public Contract Code § 22020; and

WHEREAS, pursuant to Public Contract Code §§ 22010 and 22030, a public agency that wishes to use the alternative bidding procedures of the Act must elect to become subject to the uniform construction cost accounting procedures of the Act; and

WHEREAS, by Resolution No. 2026-1112B adopted on November 12, 2026, the Board of Directors of the District (the "**Board**") elected to become subject to the uniform public construction cost accounting procedures of the Act and directed that notice of that election be given to the State Controller; and

WHEREAS, Public Contract Code § 22034 requires each public agency that elects to become subject to the Act to enact an informal bidding ordinance to govern the selection of contractors to perform public projects pursuant to Public Contract Code § 22032(b);

NOW, THEREFORE, the Board of Directors of the Imperial Valley Healthcare District does ordain as follows:

1. **Incorporation of Recitals**

The Board hereby finds that the foregoing recitals are true and correct and incorporates them herein by reference.

2. **Definitions**

For purposes of this Ordinance, the terms "public project" and "maintenance work" have the meanings given in Public Contract Code § 22002; "Commission" means the California Uniform Construction Cost Accounting Commission; and "CEO" means the Chief Executive Officer of the District.

3. **Informal Bidding Procedures**

Public projects, as defined by the Act and in accordance with the limits listed in Public Contract Code § 22032, may be let to contract by the informal procedures set forth in this Ordinance and in Public Contract Code §§ 22032 *et seq.* As of January 1, 2025, those limits are as follows:

a. public projects of Seventy-Five Thousand Dollars ($75,000) or less may be performed by the employees of the District by force account, by negotiated contract, or by purchase order (Pub. Contract Code § 22032(a));

b. public projects of Two Hundred Twenty Thousand Dollars ($220,000) or less may be let to contract by the informal procedures set forth in this Ordinance (Pub. Contract Code § 22032(b)); and

c. public projects of more than Two Hundred Twenty Thousand Dollars ($220,000) shall be let to contract by formal bidding procedures (Pub. Contract Code § 22032(c)).

If the limits in Public Contract Code § 22032 are adjusted pursuant to Public Contract Code § 22020, the adjusted limits shall apply automatically under this Ordinance without further action of the Board. The District may also use these informal procedures for maintenance work, to the extent permitted by Public Contract Code § 22003.

4. **Qualified Contractors List**

The District shall comply with the requirements of Public Contract Code § 22034(a)(1). The CEO or his/her designee shall develop and maintain a list of qualified contractors, identified according to categories of work, in accordance with the minimum criteria determined by the Commission. The list shall be updated at least once each calendar year. In accordance with the Commission's criteria, the District shall, at least annually, mail, fax, or email a written notice to all construction trade journals designated for Imperial County under Public Contract Code § 22036 inviting licensed contractors to submit their names for inclusion on the list. Any licensed contractor may apply at any time to be placed on the list.

5. **Notice Inviting Informal Bids**

Where a public project is to be performed which is subject to the provisions of this Ordinance, a notice inviting informal bids shall be circulated using one or both of the following alternatives:

a. the notice shall be mailed, faxed, or emailed to all contractors on the list developed under Section 4 for the category of work being bid, unless the product or service is proprietary; and/or

b. the notice shall be mailed, faxed, or emailed to all construction trade journals specified by the Commission for Imperial County in accordance with Public Contract Code § 22036.

All mailing, faxing, or emailing of notices shall be completed not less than ten (10) calendar days before bids are due. Additional contractors and/or construction trade journals may be notified at the discretion of the CEO or his/her designee. If the product or service is proprietary in nature such that it can be obtained only from a certain contractor or contractors, the notice inviting informal bids may be sent exclusively to such contractor or contractors.

6. **Contents of Notice Inviting Informal Bids**

The notice inviting informal bids shall describe the project in general terms and how to obtain more detailed information about the project, and shall state the time and place for the submission of bids. The notice shall also include the public works information required by state law and by Section IV (Provisions Applicable to Public Works Contracts) of the Procurement Policy, including the contractor's license classification, prevailing wage requirements, and Department of Industrial Relations registration requirements.

7. **Award of Informal Contracts**

Pursuant to Public Contract Code § 22034(c), the Board hereby delegates to the CEO, or his/her designee, the authority to award informal contracts for public projects that do not exceed the limit set forth in Public Contract Code § 22032(b), currently Two Hundred Twenty Thousand Dollars ($220,000), as such limit may be adjusted from time to time. Each such contract shall be awarded to the lowest responsible bidder. The Board may reject any or all bids, and nothing in this Section limits the Board's authority to award any contract itself.

8. **Bids Exceeding the Informal Bid Limit**

If all bids received are in excess of Two Hundred Twenty Thousand Dollars ($220,000), the Board may, by adoption of a resolution by a four-fifths (4/5) vote of the Board, award the contract at Two Hundred Thirty-Five Thousand Dollars ($235,000) or less to the lowest responsible bidder, if the Board determines that the District's cost estimate was reasonable (Pub. Contract Code § 22034(d)). If the Board does not make that award, the project shall be let to contract by formal bidding procedures in accordance with the Act.

9. **Prohibition on Splitting Projects**

It shall be unlawful to split or separate any public project into smaller work orders or projects for the purpose of evading the requirements of the Act or this Ordinance (Pub. Contract

Code § 22033).

10. **Relationship to Procurement Policy**

To the extent any provision of the Procurement Policy, including its formal bidding threshold, its informal competitive purchasing thresholds, the CEO's signatory authority, and the CEO's authority to waive Policy requirements, is inconsistent with the Act or this Ordinance as applied to public projects, the Act and this Ordinance shall control. No waiver under the Procurement Policy shall authorize any deviation from the Act or this Ordinance. The Procurement Policy shall otherwise remain in full force and effect.

11. **Severability**

If any section, subsection, sentence, clause, or phrase of this Ordinance, or its application to any person or circumstance, is held to be invalid or unconstitutional by a court of competent jurisdiction, that holding shall not affect the validity of the remaining provisions of this Ordinance. The Board hereby declares that it would have adopted this Ordinance, and each section, subsection, sentence, clause, and phrase thereof, irrespective of the fact that any one or more of them may be declared invalid or unconstitutional.

12. **Effective Date and Publication**

This Ordinance shall take effect and be in force thirty (30) days after its adoption. Before the expiration of fifteen (15) days after its adoption, this Ordinance, or a summary of it, shall be published once, with the names of the Directors voting for and against it, in a newspaper of general circulation published in the County of Imperial, State of California.

_____

Katherine Burnworth
IVHD Board President

ATTEST:

_____

Brenda Ryan
Clerk, Board of Directors

SECRETARY'S CERTIFICATE

I, Enola Berker, Secretary of the Board of Directors of Imperial Valley Healthcare District, a California healthcare district, County of Imperial, California, certify as follows:

The foregoing Ordinance No. 2026-1212 was duly introduced at a regular meeting of the Board of Directors of Imperial Valley Healthcare District held on November 12, 2026, and was duly adopted at a regular meeting of the Board of Directors held on December 10, 2026, at which meeting a quorum of the members of the Board of Directors were present, by the following vote:

YES:

NO:

ABSTAIN:

ABSENT:

I further certify that the foregoing Ordinance, or a summary of it, was published on November 12, 2026, in _____, a newspaper of general circulation published in the County of Imperial, and that the Ordinance has not been amended, modified, or rescinded since the date of its adoption.

WITNESS my hand this ____ day of _____, 2026.

_____
Secretary
Imperial Valley Healthcare District