



CERNER SALES ORDER

This Cerner Sales Order is made on _____ (“Effective Date”), between

County of Ventura (“Client”)

a California government agency with its principal place of business at

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

and **Cerner Corporation (“Cerner”)**

a Delaware corporation with its principal place of business at

8779 Hillcrest Road
Kansas City, MO 64138, United States
Telephone: (816) 221-1024

Cerner Sales Contact: **Matthew Wilson**
matthew.wilson2@cerner.com

Client agrees to purchase the specific products and services set forth herein, and Cerner agrees to furnish such products and services upon the terms and conditions of this Cerner Sales Order and the Cerner Business Agreement, dated July 01, 2016, between Client and Cerner (the “Agreement”).

Client understands that hand-written changes to this Cerner Sales Order will not be accepted. Client will engage their Cerner Sales Contact to request any revisions before execution or to amend following execution through a written agreement executed by both parties.

COUNTY OF VENTURA

Authorized signatory: _____
(signature)

(printed name)

Title: _____

CERNER CORPORATION

Authorized signatory: _____

Teresa Waller

Title: _____
Sr. Director, Contract Management

CLIENT WILL COMPLETE THE FOLLOWING UPON EXECUTION OF THIS CERNER SALES ORDER:

Client Invoice Contact: _____

Contact Phone #: _____

Contact Email Address: _____

Client’s account can be managed online at cerner.com by registering for Cerner eBill. To gain access to eBill, contact the Cerner Client Care Center at 866-221-8877 or e-mail ClientCareCenter@cerner.com.



County of Ventura
OPT-0251884_Q-175160.1_LA-0000339484
June 29, 2023

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FINANCIAL OVERVIEW

Description	One-Time Fees	Monthly Fees
SOLUTIONS		
Shared Computing Services	156,800.00	20,834.00
TOTALS:	156,800.00	20,834.00

All prices in this Cerner Sales Order are shown in USD. Pricing is valid until September 30, 2023. If this Cerner Sales Order is not executed on or before such date, this pricing is considered null and void and will be subject to revision.

Not applicable is indicated by "- -".

PAYMENT TERMS

ONE-TIME FEES			
Description	Payment Number	Percent (%) Of Total Due	Payment Due
Shared Computing Services	1	100%	On integration testing

MONTHLY RECURRING FEES		
Description	Percent (%) Of Total Due	Payment Due
Shared Computing Services	100%	Quarterly beginning on integration testing

TERM AND TERMINATION

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

FEE INCREASES

Cerner may increase the monthly fee for Support services and each recurring service (such as managed services, application services, subscription services, application management services, employer services, transaction services, and Shared Computing Services) any time following the initial twelve (12) month period after such recurring service fees begin (but not more frequently than once in any twelve (12) month period) by giving Client sixty (60) days prior written notice of the price increase. The amount of such annual increase will equal lesser of CPI or 3% per annum. Cerner may also increase the fees at any time during the term if a Cerner third party supplier increases the fees to be paid by Cerner, with such increase being limited to the amount of increase in Cerner's fee to the third party supplier.

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SOLUTIONS

SHARED COMPUTING SERVICES

Mfg. Part No.	Solution Detail Description	Scope of Use Metric	Qty./ Scope of Use Limit	Term (Mo.)	Monthly Range	Extended One-Time Fees	Extended Monthly Fees	Solution Description Code	Third-Party Component(s)	Pass-Through Code	Per Unit Monthly Expansion Fees
AW-25001C	Amwell On Demand Integration	Each	1	--	--	85,640	--	--	--	--	--
AW-25002C	Amwell Smart App Integration	Each	1	--	--	46,160	--	--	--	--	--
AW-ST-PRO1-OP	Pro Base Operating Fee (Standard)	Annual eVisits	100,000	60	1-60	--	6,250	--	✓	100035_002	--
AW-UCWL-MOD	Urgent Care Module for White Label	Each	1	60	1-60	--	6,250	--	✓	100035_002	--
AW-MOD-ANC-SV	Amwell Now	Annual eVisits	1	60	1-60	--	0	--	✓	100035_002	--
AW-I-EHR-NEW-CERN	Scheduled Visits within the Cerner EHR (new)	Annual eVisits	1	--	--	--	--	--	✓	100035_002	--
AW-EP-SU-CON	Converge Setup Fee	Each	1	--	--	25,000	--	--	✓	100035_002	--
AW-SCHEDC-MOD2	Scheduled Visits Module -- Entry Pro	Annual eVisits	1	60	1-60	--	8,334	--	✓	100035_002	--
TOTAL:						156,800	20,834	--	--	--	--

SCOPE OF USE

Client will use the solutions set forth in this Cerner Sales Order in accordance with the Documentation and subject to the scope of use limits set forth in the Solutions section. In the event Client requests additional scope beyond the limits set forth in the Solutions section and no Per Unit Expansion Fees are referenced therein, Client must execute a new Ordering Document setting forth the additional scope and fees at Cerner's then-current rates.

Scope of use will be measured periodically by Cerner's system tools, or, for metrics that cannot be measured by system tools or obtained through industry available reporting sources (e.g. FTEs or locations), Client will provide the relevant information (including records to verify the information) to Cerner at least once per year. Client agrees that if an event occurs that will affect Client's scope of use (such as the acquisition of a new hospital or other new facility), Client will notify Cerner in writing of such event no later than 30 days following the effective date of such event so that Client's scope of use can be reviewed. Any additional fees due under this Section will be payable within 30 days following Client's receipt of an invoice for such fees. Any additional monthly fees will begin on the date the limit was exceeded and shall be paid annually (pro-rated for any partial month).

The pricing in the Solutions section of this Cerner Sales Order is based on the following scope of use metrics, which are defined as follows.

Scope of Use Metric	Scope of Use Definition
Each	Every one of a solution, service, transaction, or technology item, regarded and identified separately.
Annual eVisits	The total number of single patient encounters performed each year by a physician or other qualified health professional with an established patient using a web-based or similar electronic-based means of communication.

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FACILITIES

Permitted Facilities. For use and access by these facilities:

Name	Address	City	State/ Province	Zip/Postal Code	Country
County of Ventura	800 S Victoria Ave	Ventura	CA	93009-0001	United States

The parties may add or substitute Permitted Facilities by amending this section.

PASS-THROUGH PROVISIONS

Where pass-through provisions are applicable to third-party products and services, these provisions are referenced by a pass-through code in the "Solutions", "Equipment/Sublicensed Software", "Professional Services", "Application Management Services", or "Managed Services" sections of this Cerner Sales Order, and that code can be entered at <https://passthroughprovisions.cerner.com> to view the pass-through provisions.

ADDITIONAL TERMS AND PROVISIONS**SHARED COMPUTING SERVICES**

Client Responsibilities. Client agrees to comply with all applicable laws, rules, and regulations as they relate to its use of the Services and its provision of the Services to Users ("**Laws**"), including, but not limited to, HIPAA, state medical privacy and security laws, and state and federal laws applicable to sensitive categories of medical information, such as mental health, alcohol and drug abuse, genetic, and AIDS/HIV information. Client or its Users must obtain all appropriate and necessary authorizations and consents to access, use, and disclose any personally identifiable information in compliance with applicable Laws (including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 and the Telephone Consumer Protection Act) and the Agreement. Client must have security and privacy policies and procedures in place that govern its Users' ability to access information on or through the Services and to prevent unauthorized access, use, and disclosure of personally identifiable information including, but not limited to, protected health information.

Medical Record. The Services do not constitute a medical record. Client and its Users are responsible for ensuring that the information sent through the Services is incorporated into the applicable patient's medical record as necessary. Client acknowledges that the health information exchanged through the Services may not include the individual's full and complete medical or encounter record or history. Cerner may leverage a public cloud infrastructure to provide the Services.

Access to Data. Cerner may use and disclose the Data as necessary to perform, analyze and improve the Services, to the extent permitted by law. Cerner may use and disclose performance and usage data for any purpose permitted by law so long as the data does not contain protected health information as defined under HIPAA or Client-specific identifiable information. Data means data that is collected, stored, processed or generated through Client's use of the Services.

Right to Aggregate. Cerner may use or disclose protected health information, as defined by 45 C.F.R. 160.103, to provide data aggregation services as permitted by 45 C.F.R. 164.504(e)(2)(i)(B), including use for statistical compilations, reports and all other purposes allowed under applicable law.

De-identify and Use Rights. Cerner may de-identify protected health information in accordance with the standards set forth in 45 C.F.R. 164.514(b) and may use or disclose such data unless prohibited by applicable law.

Information Management Tools. Client acknowledges and agrees that the Services are information management tools, many of which contemplate and require the involvement of professional medical personnel, and because medical information changes rapidly, some of the medical information and formulas may be out of date. Information provided is not intended to be a substitute

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SHARED COMPUTING SERVICES

for the advice and professional judgment of a physician or other professional medical personnel. Client acknowledges and agrees that physicians and other medical personnel should never delay treatment or make a treatment decision based solely upon information provided through the Services. Client further acknowledges and agrees that the Services are not intended to diagnose disease, prescribe treatment, or perform any other tasks that constitute or may constitute the practice of medicine or of other professional or academic disciplines.

THIRD-PARTY SERVICES

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

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This Exhibit A defines the Service deliverables (“**Scope**”) for the Services set forth in this Cerner Sales Order.

SOLUTION DETAIL SCOPE

Third-Party Services. Capitalized terms used in third-party Scope shall have the meanings ascribed to them herein, or as set forth in the applicable third party’s pass-through provisions. Where there is a conflict between the definitions in third-party Scope and the Agreement, the definitions in this Exhibit A shall control, but only with regards to the subject matter set forth herein.

SHARED COMPUTING SERVICES
AMWELL ON DEMAND INTEGRATION

(AW-25001C)

Cerner Tasks/Activities	
	<ul style="list-style-type: none"> • Assist Client in achieving project readiness for strategy, data, and solution implementation • Manage and leverage project plan for events and activities associated to implementation • Guide Client through design decisions impacting features and workflows. This Includes the following workflow areas: <ul style="list-style-type: none"> o Scheduling Build o Encounter Creation o <i>HL7</i> Discussion o Check-In Process o Pre-Registration Workflow o Full Registration Workflow o Financial Clearance Workflow • Provide guidance and support for build being performed by Client • Complete action items to assess current state, identify improvement opportunities, and direct localization, testing and implementation • Perform build related to <i>MPages</i> view and <i>Cerner Millennium</i> requirements of the solution for 1 non-production domain and 1 production domain • Complete internal validation of feature functionality prior to client validation • Provide training to Client project team analyst(s) in a train-the-trainer scenario

AMWELL ON DEMAND INTEGRATION

(AW-25001C)

Client Tasks/Activities	<ul style="list-style-type: none"> • Identify the value objectives that the implementation is supporting • Establish communication plan and deployment strategy • Ensure governance support • Ensure resource availability and experience for design, training, and implementation that aligns with each proposed use case • Provide use cases for solution • Perform validation activities • Create training plan and train end users for initial implementation and subsequent end user trainings • Localize Cerner standard training materials and test scripts as needed • Provide end-user activation support for Video Visits workflows • Provide build assistance to Cerner resources around design decisions and data collection for the <i>MPages</i> view and <i>Cerner Millennium</i> requirements of solution • Perform any build related to additional foreign system interface (FSI) integration enhancements and maintenance
Project Assumptions	<ul style="list-style-type: none"> • Client and Cerner will work on this project concurrently on an agreed upon project timeline. • Client shall incur additional fees if services are requested beyond this Scope. • Client will secure any additional resources necessary to integrate <i>AmWell</i> solutions with non-Cerner solutions and the cost of those resources remain a Client responsibility. • Video Visit workflows for <i>AmWell</i> patients are viewed and performed from an embedded <i>PowerChart MPages</i> view.
Trademarks	<ul style="list-style-type: none"> • <i>HL7</i> is the registered trademark of <i>Health Level Seven International</i>, and their use of this trademark does not constitute an endorsement by <i>HL7</i>.

AMWELL SMART APP INTEGRATION

(AW-25002C)

Cerner Tasks/Activities	<ul style="list-style-type: none"> • Assist Client in achieving project readiness for strategy and solution implementation. • Manage and leverage project plan for events and activities associated to implementation. • Guide Client through design decisions impacting features and workflows. This Includes the following workflow areas: <ul style="list-style-type: none"> o Scheduling Build o Encounter Creation o Check-In Process o Pre-Registration Workflow o Full Registration Workflow o Financial Clearance Workflow
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AMWELL SMART APP INTEGRATION

(AW-25002C)

	<ul style="list-style-type: none"> o SMART app for Embedded Scheduled Video Visits o Applicable Millennium Event Codes o Cloud Configuration for Video Visits Feature Functionality o Citrix Server Configuration o Guidance on Network Security Requirements • Map app-specific concepts to standard terminologies, if applicable. • Implement and configure the following within Consumer Framework, if applicable: <ul style="list-style-type: none"> o Configure pagelet(s) for the Client-purchased <i>Amwell</i> offerings o Complete app end-point whitelisting • Complete internal validation of feature functionality and content prior to Client validation. • Train Client subject matter experts in a train-the-trainer scenario. • Configure <i>Amwell</i> app for database administrator role in 1 production domain and 1 non-production domain, if applicable. • Integrate <i>Amwell</i> SMART on <i>FHIR</i> app into Cerner EHR Table of Contents, workflow <i>MPages</i>, and Organizer workflows. • Assist with app integration with Client's localized workflows. • Assist with domain strategy and deployment delivery. • Provide maintenance training for app onboarding tasks. • Assist Client with revenue cycle workflows to ensure continuity with telehealth visits.
<p>Client Tasks/Activities</p>	<ul style="list-style-type: none"> • Identify the value objectives that the implementation is supporting. • Establish communication plan and deployment strategy. • Ensure governance support. • 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. • Ensure User authorization. • Ensure User authentication. • Maintain accuracy of Master Patient Index between systems. • Have in-depth knowledge and engagement with the <i>HealthLife</i> administration tools, if applicable. • Have in-depth knowledge and engagement with <i>Amwell</i> administration tools, if applicable. • Collaborate with Cerner to set goals and expectations for the program. • Communicate organization expectations during weekly call. <ul style="list-style-type: none"> o Client is responsible for build assistance to Cerner professional services resources around design decisions and data collection for the SMART app and Millennium requirements of solution. • Provide end-user activation support for workflows. • Localize and deliver necessary end-user training materials, as needed.

AMWELL SMART APP INTEGRATION

(AW-25002C)

	<ul style="list-style-type: none"> • Create training plan and train end users for initial implementation and conduct subsequent end-user trainings. • Conduct ongoing train-the-trainer sessions. <ul style="list-style-type: none"> ◦ Review training materials and utilize reference manuals and documentation Provide access to clinical and administrative staff to review current workflow. • Conduct system testing. <ul style="list-style-type: none"> ◦ Develop and execute a test script, complete testing, and assist with troubleshooting • Validate concept mapping, if applicable. • Configure app build in 1 non-production domain. • Configure app build in 1 production domain. • Launch marketing campaign. • Perform validation activities. • Test app integrated workflows in production domain. • Provide end-user activation support for workflows. • Confirm all hardware and devices meet minimum tech requirements.
Deliverables	<ul style="list-style-type: none"> • Ability to perform functionality within the <i>Amwell</i> Connect EHR package. • Cerner resources will collaborate with Client IT resources to cover an Ignite API platform overview and provide project collateral regarding the tasks associated with establishing the <i>Amwell</i> Connect EHR package. • Cerner resources will provide education on maintaining the functionality of the SMART app post domain refreshes or <i>Cerner Millennium</i> code upgrades. • Cerner resources will provide a RACI matrix for Client contacts to utilize if the application requires support assistance in the future. This collateral will be reviewed at the conclusion of the project and will allow Client resources to properly engage the correct support channels (Cerner or supplier).
Project Assumptions	<ul style="list-style-type: none"> • Client and Cerner will work on this project concurrently on an agreed upon project timeline. • Client shall incur additional fees if services are requested beyond this Scope. • Contracting is in place through a value-added reseller agreement. • Client has implemented <i>Cerner Ignite APIs</i>. • The <i>Cerner Ignite APIs</i> are installed and active in the necessary non-production domain for testing. • This Scope includes assistance for integration of validated <i>Amwell</i> SMART app. Any custom integration that sits outside of validation is not supported in this scope of work. • Client-hosted sites have a cloud storage appliance. • Client domains for the build are <i>Cerner Millennium</i> domains. • Number of domains: 1 production and 1 non-production



CERNER SALES ORDER

EXHIBIT A SCOPE OF SERVICES

AMWELL SMART APP INTEGRATION

(AW-25002C)

	<ul style="list-style-type: none"> • Additional domains will require additional Cerner Services. • Client is responsible for providing all first-tier User support for <i>HealthLife</i> unless Client contracts with Cerner to provide such support. • View and perform video visit workflows with <i>Amwell</i> patient from an embedded Cerner EHR SMART app. • Clinicians will access embedded Cerner EHR SMART app from within the chart. • Cerner will provide 15 hours of conversion support.
Trademarks	<ul style="list-style-type: none"> • <i>FHIR</i> is the registered trademark of <i>Health Level Seven International</i>, and their use of this trademark does not constitute an endorsement by <i>HL7</i>.

AMERICAN WELL CORPORATION: CONVERGE SETUP FEE OR

SCHEDULED VISITS WITHIN THE CERNER EHR (MIGRATION)

(AW-EP-SU-CON, AW-I-EHR-MIG-CERN)

Client Tasks/Activities	<ul style="list-style-type: none"> • Client Delivery Team <ul style="list-style-type: none"> ○ Client Project Manager – TBD <ul style="list-style-type: none"> ▪ The Client Project Manager will meet with the Supplier project team on a regular basis and will coordinate overall Services efforts with the Supplier Project Manager. ○ Client Technical Lead – TBD <ul style="list-style-type: none"> ▪ The Client Technical Lead is a member of Client’s information technology (IT) department, who will be available to participate in the technical tasks of the Services. ○ Client Subject Matter Experts – As Needed <ul style="list-style-type: none"> ▪ Client Subject Matter Experts (SMEs) will be involved with the Services on an as-needed basis. The SMEs will provide their expertise and input to the Services for various tasks. • Upon conclusion of System Integration Testing (SIT) and User Acceptance Testing (UAT), Supplier will request that Cerner request that Client formally document system acceptance, via the System Acceptance Gate Form. Go-live/First Productive Use of the Supplier Platform will not be allowed until such time as Client completes, signs, and sends the System Acceptance Gate Form to Supplier and Cerner.
Supplier Tasks/Activities	<ul style="list-style-type: none"> • Completion Criteria: <ul style="list-style-type: none"> ○ Once the Supplier Platform has been configured and delivered to Client by Supplier, the Supplier and Client project teams will perform a joint acceptance exercise to ensure the system configurations meet Client’s requirements, as agreed to during the design sessions. ○ For any system integrations, Supplier will facilitate a System Integration Testing (SIT) exercise, during which the joint project teams test and certify both inbound and outbound integration workflows. During User Acceptance Testing (“UAT”), the IM will lead the joint project team through the patient and provider workflows, highlighting the custom configurations that have been applied to Client’s enterprise system.



County of Ventura
OPT-0251884_Q-175160.1_LA-0000339484
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**AMERICAN WELL CORPORATION: CONVERGE SETUP FEE
OR
SCHEDULED VISITS WITHIN THE CERNER EHR (MIGRATION)**
(AW-EP-SU-CON, AW-I-EHR-MIG-CERN)

- o Supplier will strive to have no known issues at the conclusion of SIT and UAT. However, non-critical exceptions may be noted for resolution at a later date. The criteria for acceptance (“Acceptance Criteria”) are as follows:
 - 0 critical issues. (Critical issues include: The system as a whole crashes or does not perform under load conditions. The system stops responding or data corruption occurs. Functions are missing or crashing. A critical bug makes the entire system or a specific module unusable and typically halts or dramatically slows productivity.)
 - 0 blocking issues (Blocking issues include issues that prevent functionality from being tested. Blocking issues can also include critical issues that have a workaround.)
 - All test scripts have been completed
 - Completion and signature of the System Acceptance Gate Form by Client
- o Upon conclusion of SIT and UAT, Supplier will request that Cerner request that Client formally document system acceptance, via the System Acceptance Gate Form. Go-live/First Productive Use of the Supplier Platform will not be allowed until such time as Client completes, signs, and sends the System Acceptance Gate Form to Supplier and Cerner.
- Tenant Installation
 - o Provisioning of the subdomain(s) on the Converge Platform for the applicable Module(s) purchased
 - o Each subdomain represents a Client tenant, which provides providers and patients secure access to the Converge Platform for use of the specified Module(s).
- Branding
 - o Supplier will support Client with the creation and initial branding of the tenant(s) for the applicable Module(s) purchased. Initial branding will include:
 - Initial setup of service name and service logo
 - Branding of the tenant/subdomain using Client’s selected telehealth name
- Provider and Clinical Staff Training
 - o Telehealth 101: 1-hour introduction to telehealth (pre-recorded video or remote live session)
- Modules
 - o Client has purchased one of the Modules available on the Converge Platform
- Client Project Team Training
 - o Supplier will provide hands-on training to Client’s project team in preparation for Supplier Platform design. This training spans the functional and technical aspects of the Supplier Platform. System administrators are trained in the Supplier Platform workflows and administrative functionality. The technical team is trained by Supplier technical staff to understand the configurable technical components of the system and data integration aspects.
 - o Client training includes:
 - Product training
 - Technical training
 - Provider user guide

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CERNER SALES ORDER

EXHIBIT A SCOPE OF SERVICES

**AMERICAN WELL CORPORATION: CONVERGE SETUP FEE
OR
SCHEDULED VISITS WITHIN THE CERNER EHR (MIGRATION)**
(AW-EP-SU-CON, AW-I-EHR-MIG-CERN)

	<ul style="list-style-type: none"> ▪ Patient user guide ▪ Troubleshooting guide • Project Management Support <ul style="list-style-type: none"> o Supplier will assign an implementation manager (IM) for the duration of the initial implementation set forth in this section. The IM will coordinate and lead all activities described in this section, in close partnership with the Supplier's account manager. Specific responsibilities of the IM include: <ul style="list-style-type: none"> ▪ Serving as the Supplier liaison, engaging and coordinating additional Supplier resources, as needed, throughout the course of implementation, including: product management, development, technical services, quality assurance (QA), visual design, and hosting ▪ Partnering with Client on the creation and ongoing management of a detailed project work plan, including tasks, resource assignments, dependencies, and key milestone dates ▪ Coordination and facilitation of weekly project team meetings and status updates, including dissemination of meeting agendas and minutes ▪ Business analysis support and subject matter expertise to define Client workflows and business requirements according to established best practices ▪ System analysis support to ensure Supplier Platform configuration supports defined business requirements ▪ Documentation of business and detailed requirements, including custom workflows, and other configuration decisions made jointly between the 2 teams ▪ Overall project management support, including: management of scope, schedule, budget, risks, and issues o The IM will remain engaged for a period of 30 days following go-live of the Service. Supplier will extend the IM's assignment (or, if applicable, re-engage an IM) upon Client's request for any additional Services agreed upon by the parties and documented in a Sales Order between Cerner and Client.
Deliverables	<ul style="list-style-type: none"> • Setup of the applicable tenant(s) on the Converge Platform, to support Supplier's proprietary online care software that facilitates web-based, mobile, and phone communication between the Patient and Provider • Documentation of business and detailed requirements, including custom workflows, and other configuration decisions made jointly between Client and Supplier
Project Assumptions	<ul style="list-style-type: none"> • Location: Boston, MA; Santa Clara, CA; Andover, MA; Client Site as required for trainings • Estimated Duration of Services: The typical duration of a standard platform implementation (without integration services) is approximately 90 days, starting with the project kickoff meeting. When integration is included, the typical duration is approximately 120-160 days from the project kickoff meeting. Integration can be included as part of the initial implementation or phased in at a later point in time following the initial implementation. Following the project kickoff meeting, the Supplier IM will partner with Cerner and Client project managers to create a detailed project work plan that reflects the detailed tasks, dependencies, and milestone dates for the implementation project.



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CERNER SALES ORDER

EXHIBIT A SCOPE OF SERVICES

AMERICAN WELL CORPORATION: CONVERGE SETUP FEE OR SCHEDULED VISITS WITHIN THE CERNER EHR (MIGRATION) (AW-EP-SU-CON, AW-I-EHR-MIG-CERN)

	<ul style="list-style-type: none"> Estimated Supplier Work Effort: The final scope and timeline will be determined upon finalization of Client's requirements.
Module Overview	<ul style="list-style-type: none"> Scheduled Visits Module The Scheduled Visits Module is used for ambulatory care or outpatient visits for a variety of lower-acuity conditions (e.g., chronic care, primary care). The Module allows providers to schedule patient visits directly from the electronic health record (EHR) and via <i>Amwell Now</i>. <ul style="list-style-type: none"> Scheduled visits within the EHR: For health systems looking to improve and expand telehealth care delivery, Client will have access to an EHR-embedded scheduled visits solution that allows providers to launch visits from the EHR and patients to join through the patient portal, text, or email invite. Scheduled visits with <i>Amwell Now</i>: <i>Amwell Now</i> is designed to enable quick and easy access to virtual visits leveraging the new Converge platform's enhanced video reliability and connecting speeds. Following a self-service activation, providers can start having telehealth visits with patients by sending invites through text message or email. Customized branding paired with easy scaling allows health systems to quickly set up virtual care programs under the brand patients trust. Strategy <ul style="list-style-type: none"> Telehealth success checklist: A guide designed to help ensure Client's program has the key ingredients for success Market analysis: Analysis of Client's market share and patient origin as it relates to scheduled visits to help inform Client's marketing strategy Patient survey: Survey sent to patients in Client's catchment area to determine Client's patients' readiness and preferences for telehealth Reimbursement guidelines: Supplier provides materials (reimbursement overview, regulatory landscape, and guidelines for conversations with plans) designed to optimize telehealth reimbursement for Client's scheduled visits program Billing guidelines: Best practices for billing and proper codes to use for a scheduled visits program Contracting resources: Resources to use should Client contract with a health plan Implementation Services <ul style="list-style-type: none"> For Scheduled Visits within the EHR <ul style="list-style-type: none"> Kickoff/Mapping workshop: A working session where Supplier will collaborate with Client to: <ul style="list-style-type: none"> Detail Client's telehealth goals and objectives Validate specialties for Scheduled Visits Inform project schedule and staffing needs Coordinate project resources with EHR/resource planning Workflow assessment: Review EHR workflow and confirm high-level assumptions for Client's desired telehealth workflow



County of Ventura
OPT-0251884_Q-175160.1_LA-0000339484
June 29, 2023

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CERNER SALES ORDER

EXHIBIT A SCOPE OF SERVICES

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- Workflow Setup: Configuration of the Scheduled Visits Module
 - Provider and Staff Setup: Setup of Client's providers and clinical staff (initial set) within the Scheduled Visits Module
- o For *Amwell Now*:
 - Platform configuration: Client will receive a subdomain of *Amwell Now* that can be customized to Client's brand. Each subdomain is then tied to a specific email domain, allowing Client's employees to sign up and activate their telehealth account using their health system email address. Client will also have access to reporting for the *Amwell Now* service.
 - Client's own branding: Customized branding with Client's telehealth service name, logo, and visuals. Branding features include:
 - Provider Sign-up
 - Provider "Start a visit" screen
 - Patient "Join" screen
 - Patient invite
 - Visit Console
 - End Visit/Thank You screen
- Provider Training
 - o On-site Train-the-Trainer: Instructor-led training during Client's implementation for Client's super users
 - o American College of Physicians (ACP) Telemedicine Continuing Medical Education (CME) Program: Access to an online educational program through the ACP that covers the benefits of using telemedicine as well as practical steps on how to incorporate it into Client's practice
 - o *Amwell Academy*: Access to product and clinical training programs through Supplier's Learning Management System; options to allow providers to self-register or for Supplier to bulk upload users via CSV
 - o Documents and job aids: Supplier provides a series of user guides and other training assets that can be incorporated into Client's provider training program.
- Engagement Services
 - o Supplier's Engagement Services team will share best practices and materials designed to help launch and grow Client's scheduled visits telehealth program. Assets cover 3 key areas – staff education and support, patient education and promotion, and technical support materials. These services only apply for scheduled visits within the EHR and do not apply for scheduled visits with *Amwell Now*.
 - o Best Practices for Scheduled Visits
 - o Staff Education and Support
 - Helps Client's front office staff, schedulers, and supporting teams understand Client's telehealth program and provides tools to assist patients with navigating scheduled visits
 - Scripting for schedulers
 - Flyer for in-clinic staff
 - Launch announcement email for staff



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- o Patient Education and Promotion
 - Content, print-ready templates, and digital materials in ready-to-use formats that can be used to educate and promote Client's telehealth program to patients.
 - Website content
 - "Introduction to Online Appointments" flyer, letter, and email
 - "Prepare for Your Appointment" flyer and email
 - Social media promotional content
- o Technical Support
 - Guides and support materials to share with patients and internal teams.
 - Device requirements for online appointments for both web and mobile
 - Online appointment support for patients
 - Patient user guide with step-by-step instructions
- Success Tracking
 - o Sample return on investment (ROI) presentation: Presentation that helps Client articulate the value of the Scheduled Visit program to leadership across Client's organization
 - o Scheduled Visits Key Performance Indicators: Sample Key Performance Indicators that help Client map the positive business outcomes for Client's organization

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