

COUNTY OF VENTURA

800 S Victoria Ave  
VENTURA CA, 93009  
US

Contact

Bach Nguyen  
(805) 677-5110  
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Oracle America, Inc.

500 Oracle Parkway  
Redwood Shores, CA  
94065

Fee Summary

Fee Description	Net Fees	Monthly Fees	Annual Fees
Professional Services -- Estimated Expenses	18,500.00	0.00	0.00
Professional Services -- Fixed Price	124,800.00	0.00	0.00
Total Fees	143,300.00	0.00	0.00

# Billing Frequency

Description	% of Total Due	Payment Due
Professional Services -- Estimated Expenses	100%	Monthly in arrears
Professional Services -- Fixed Price	100%	Upon order execution

# Ordered Items

## Professional Services

### Professional Services -- Estimated Expenses

Part Number	Description	Estimated Fees
B102173	Oracle Health Travel and Expenses for Commercial Estimate - Each	18,500.00
Subtotal		18,500.00

### Professional Services -- Fixed Price

Part Number	Description	Service Descriptions	Pass-Through Code	Net Fees
B105453	Ambulatory Quality Reporting Implementation	Attached	--	124,800.00
Subtotal				124,800.00

# Permitted Facilities

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

## **A. Terms of Your Order**

### **1. Applicable Agreement**

a. This order incorporates by reference the terms of the Cerner Business Agreement LA-0000011231 and all amendments and addenda thereto (the "Agreement"). The defined terms in the Agreement shall have the same meaning in this order unless otherwise specified herein.

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

### **2. Fees and Payments**

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

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

c. You agree to pay any sales, value-added or other similar taxes imposed by applicable law that Oracle must pay based on the items You ordered, except for taxes based on Oracle's income.

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

### **3. Terms Applicable to Ordered Items**

#### **a. Scope of Use.**

You will use the Ordered Items in this order in accordance with the Documentation 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 v031524 which may be viewed at <http://www.oracle.com/contracts> on the Oracle Health tab.

If the quantity of an Ordered Item is exceeded, You agree to execute a new order setting forth the additional quantity of the 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).

#### **b. Shared Computing Services.**

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

#### **c. Permitted Facilities.**

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

### **4. Professional Services**

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

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

#### **b. Service Descriptions.**

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

#### **c. Estimated Fees.**

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

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

### **5. Order of Precedence**

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

### **6. Effective Date**

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

7. Offer Validity

a. This offer is valid through 31-Aug-2024 and shall become binding upon execution by You and acceptance by Oracle.

COUNTY OF VENTURA		Oracle America, Inc.	
Signature	_____	Signature	_____
Name	_____	Name	_____
Title	_____	Title	_____
Signature Date	_____	Signature Date	_____

# Ambulatory Quality Reporting Implementation

Part #: B105453

Cerner Legacy Part #: None

<b>Description of Services</b>	<p>Oracle will provide the following Services:</p> <ul style="list-style-type: none"> <li>• Review Your strategy for electronic Clinical Quality Measure (eCQM) usage and submission for programs supported by Oracle</li> <li>• Conduct one (1) weekly meeting lasting up to one (1) hour to review build, validation issues, and submission requirements</li> <li>• Collaborate with You to complete a Gap Analysis and assessment of Your regulatory workflows</li> <li>• Assist with the design, build, and submission of Oracle standard content of the measures for the calendar year(s) 2024 and 2025 reporting period</li> <li>• Submit eCQM data for the calendar year(s) 2024 and 2025 reporting requirements ending with the close of submission of the final report not to exceed the submission date set by Centers for Medicare and Medicaid Services (CMS) for reporting year 2025</li> <li>• Complete eCQM build in one (1) production domain</li> <li>• Assist with specific questions related to Your validation of the content that will be submitted to the CMS for quality measures</li> <li>• Perform Quality Reporting Document Architecture (QRDA) loads to prepare for Your submission of quality measures</li> <li>• Submit CMS files for the quality category of the Merit-Based Incentive Payment System (MIPS) program</li> <li>• Provide access to information sources such as Illuminations and uCern groups for users identified by You</li> </ul>
<b>Your Cooperation / Obligations</b>	<p>You are responsible for the following obligations:</p> <ul style="list-style-type: none"> <li>• Collaborate with Oracle to complete a Gap Analysis to assess Your regulatory workflows</li> <li>• Document problems and diagnosis within Oracle Health Millennium</li> <li>• Perform Bedrock filter mapping and Bedrock configuration for all relevant National Provider Identifiers, including corresponding Taxpayer Identification Number groupings, along with location association as needed</li> <li>• Determine reporting method, individual or group submission, for eligible clinicians for MIPS/MIPS Value Pathways (MVP)</li> <li>• Select applicable measures for Your submission based on MIPS/MVP scoring methodology</li> <li>• Identify all eligible clinicians and their required reporting program within Your organization</li> <li>• Install required packages for eCQM reporting</li> <li>• Generate detailed reports to perform measure validation with subject matter experts assigned by You</li> <li>• Perform validation of QRDA audit and sign off for content to be submitted to CMS for quality measures with subject matter experts assigned by You</li> <li>• Create training plan collateral and train end-users for initial implementation and subsequent maintenance of Services</li> <li>• Provide maintenance of Services as per CMS to support the latest requirements</li> <li>• Localize Oracle Health standard training materials and test scripts as needed</li> <li>• Join relevant Oracle Health uCern groups and Illuminations to stay up to date with solution and content advancements to aid in project training materials</li> <li>• Validate that all visit-level charges (professional fees) exist within Oracle Health Millennium either as a Current Procedural Terminology (CPT) on the CHARGE or PROCEDURE table or as an order</li> <li>• Validate that MIPS and all patient insurance data exists within Oracle Health Millennium; specifically, the documentation of Medicare as the patient's financial class or health plan</li> </ul>
<b>Assumptions</b>	<ul style="list-style-type: none"> <li>• Oracle Health consulting engagement commencement is dependent on Your readiness from a resource availability, strategy, and data standpoint</li> <li>• You are connected to Oracle's Quality Clearinghouse (QCH) as required for electronic submission</li> </ul>

Oracle Health Consulting/Professional Services – Service Descriptions

	<ul style="list-style-type: none"> <li>• This Scope covers the Oracle-supported eCQM measures for Traditional MIPS, Primary Care First (PCF), and MVP submission. This Scope does not cover the APM Performance Pathway (APP) program submission <ul style="list-style-type: none"> <li>◦ MVP submission will require additional measure types and/or licensing to satisfy program requirements</li> </ul> </li> <li>• Oracle Electronic Health Record (EHR) is licensed and operational or implemented concurrently</li> <li>• Validation will include up to five (5) patients for every outcome from each measure, including supplemental patient information</li> <li>• Submission of data to CMS is dependent on You meeting Oracle's published deadlines on uCern Community pages and in the QCH newsletters</li> <li>• Clinicians have data completeness as defined by CMS in Oracle Health Millennium according to Quality Payment Program requirements</li> <li>• Oracle Health consulting Services will be performed during normal business hours</li> <li>• Business hours are Monday – Friday, 8:00 AM through 5:00 PM Central Time</li> <li>• All work set forth in this Scope will be performed remotely unless otherwise agreed upon by Oracle Health and You</li> </ul>
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## Bill To / Ship To Contact Information

### Bill To Contact

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

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