



CERNER SALES ORDER

Prepared For: County of Ventura ("Client")
800 S Victoria Ave
Ventura, CA 93009-0001 USA

Quote November 05, 2020
Expiration Date:

Cerner Sales Contact: Ana Chu

Phone #: (816) 982-7578

E-mail Address: ana.chu@cerner.com

This Cerner Sales Order is made on September 15, 2020 ("**Effective Date**"), between Client and Cerner Corporation ("**Cerner**"), a Delaware corporation with its principal place of business at 2800 Rockcreek Parkway, Kansas City, Missouri, 64117. This Cerner Sales Order is subject to, and incorporates by reference, the Cerner Business Agreement, dated July 01, 2016, between Client and Cerner (the "**Agreement**").

PAYMENT TERMS

PROFESSIONAL SERVICES

Fixed Fee. Fifty percent (50%) of the total professional services fees will be paid on the Effective Date. The remaining 50% is payable on March 31, 2021.

Fee for Service. Professional services provided on a "time and materials" basis will be billed monthly at the rates set forth in the "Solutions and Services" section.

ASSIGNMENT OF PAYMENTS

Client agrees that Cerner may assign its interest in or otherwise grant a security interest in payments due pursuant to this Cerner Sales Order in whole or in part to an assignee. Client will promptly acknowledge each assignment or granting of a security interest. Cerner will continue to perform its obligations under the Agreement following such assignment or granting of a security interest.

FINANCIAL OVERVIEW

Description	One-Time Fees	Monthly Fees	Annual Fees
Professional Services			
Fixed Fee	322,000.00	-	-
Fee For Service	140,000.00	-	-
TOTALS:	462,000.00	-	-

All prices in this Cerner Sales Order are shown in US Dollar (USD).

SOLUTIONS AND SERVICES

PROFESSIONAL SERVICES

Phase	Project	**Bill Type	Solution	Rate	Metric	Qty	Fees	Pass-Through Code
Quote: Professional Services (1-15209147412-R-2)								
1	CEHRT Uplift	FFS	Meaningful Use					
			Custom Consulting Services - Delivery Consultant	140	Hour	1000	140,000	
1	Quality Reporting	FF	Lighthouse				126,000	
1	Reg Compliance	FF	Meaningful Use				196,000	

**FF = Fixed Fee / FFS = Fee For Service

Professional services pricing is valid until November 05, 2020. If a Cerner Sales Order is not executed on or before such date, this pricing is considered null and void and will be subject to revision. Cerner will not schedule resources for implementation services until this Cerner Sales Order has been executed by both parties and processed by Cerner.



County of Ventura
1-6ZGJ1Q8
September 15, 2020

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SCOPE OF SERVICES

This section defines the service deliverables ("**Scope**") for the services set forth in this Cerner Sales Order.

PROFESSIONAL SERVICES

This Scope describes the work effort required by Cerner and Client to successfully implement the solutions, workflows, and technologies set forth in this Ordering Document.

Scope Considerations; Control of Scope of Work. Cerner commits to delivering, in conjunction with Client, a design, build, test, and rollout of all applicable elements set forth in this Ordering Document. The build for all Licensed Software and Cerner Services will be based upon Cerner's standard implementation processes. The project teams will reasonably accommodate design and build requests by Client, including non-Model Experience requests. Such requests may result in changes to project timelines and budget. Customization of reports, views, MPages, and rules are only included if specifically noted.

Client and Cerner must fulfill their responsibilities and adhere to the other requirements and descriptions set forth herein to meet the goals of an 'on-time' and 'on-budget' project. Modifications to this Scope shall be mutually agreed upon by Cerner and Client's executive steering committee and set forth on a new Ordering Document, including changes in resources, professional services fees, and project timelines.

Project Start Date. The project start date will be based on the Effective Date of this Ordering Document. Cerner requires a minimum of 90 days from the Effective Date to accommodate project staffing requests. After the project start date, Cerner and Client will begin activities such as planning, staffing, and technology activities.

Fixed Fee Implementation. For fixed fee implementations, the scope of the implementation is based on the specific assumptions set forth herein and in the scope of work for the solutions being implemented (the "Solution Scope"). Each party (or its designee) will fulfill project responsibilities assigned to such party in this Scope and in the Solution Scope(s). This Scope and the Solution Scope(s) describes the solutions to be implemented, duration of the implementation, and the Services to be performed. Any changes to assumptions, tasks, duration, services or resources may result in additional fees, and will only become effective upon written approval by both parties.

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

Travel, Lodging, Out-of-Pocket Expenses and Per Diem Rates. Intentionally omitted. All work will be completed remotely.

IMPLEMENTATION SERVICES

Estimated Project Duration	<ul style="list-style-type: none">• The services in this scope are for 2 years, 2020 and 2021 measurement years only• Participate in weekly status calls (based on needs determined by Gap Analysis)
Client Project Team	<ul style="list-style-type: none">• Client will identify and make available its project team members within 90 days following the Effective Date of this Ordering Document or, if not identified and available within that timeframe, such delay will be considered a change in scope, and will require the execution of an Ordering Document setting forth the additional work effort and additional professional services fees.
ELIGIBLE CLINICIAN QUALITY REPORTING	
Cerner Tasks/Activities	<ul style="list-style-type: none">• Identify all reporting options required for current submission period for Medicare Access and CHIP Reauthorization Act, including providers not submitting through Cerner as their data submission vendor (such as Accountable Care Organization reporting and Registries); including the corresponding approach for Merit Based Incentive Payment Program (MIPS)/Alternative Payment Models or Promoting Interoperability• Lead weekly calls with Client and provide meeting agenda• Complete Gap Analysis and assess regulatory workflows• Perform Quality Reporting Document Architecture (QRDA) loads

	<ul style="list-style-type: none"> Assist with the design, build, and submission of the measures for which Cerner has standard content as a data submission vendor for the current reporting requirements Build into 1 production domain (assumes go live on the most current version only) Support troubleshooting of Client's validation of the content that will be submitted to Center for Medicare and Medicaid Services (CMS) for quality measures Perform CMS file submission Implement prescriptive content to obtain necessary data in the clinical workflow; includes but is not limited to the following sources of information: <ul style="list-style-type: none"> Problems documented as Systematized Nomenclature of Medicine (SNOMED) codes Diagnoses documented as International Classification of Disease-10 (ICD-10) Race Ethnicity Sex Payer – based on FINANCIAL_CLASS Payer Group – based on FINANCIAL_CLASS Allergies documented against <i>Multum (MediSource)</i> allergy nomenclature Results documented as clinical events mapped to Cerner Knowledge Indexes (CKIs or Concept CKIs) Medication Orders based on the <i>Multum (MediSource)</i> order catalog Documentation (Physician Documentation terms linked to clinical events) Immunization, Health Maintenance, and Histories components
Client Tasks/Activities	<ul style="list-style-type: none"> Validate the content to be submitted to CMS for quality measures Document diagnosis within <i>Cerner Millennium</i> and not interfaced from a foreign system Ensure all visit-level charges (professional fees) exist within <i>Cerner Millennium</i> either as a Current Procedural Terminology (CPT) on the CHARGE or PROCEDURE table or as an Order Ensure CPT codes align with the electronic Clinical Quality Measure (eCQM) value sets (https://vsac.nlm.nih.gov/download/ecqm?rel=20170929) Ensure MIPS and all patient insurance data exists within <i>Cerner Millennium</i>; specifically, the documentation of Medicare as the patient's financial class or health plan Connection to Cerner's Quality Clearinghouse as required for electronic submission Perform <i>Bedrock</i> filter mapping and <i>Bedrock</i> configuration for all provider National Provider Identifier, including corresponding Taxpayer Identification Number groupings, along with location association (as needed) Confirm reporting method for Eligible Clinicians for MIPS: Individual or Group submission Select appropriate measures for current submission period based on MIPS scoring methodology Identify all Eligible Clinicians and their required reporting program within the organization Install required packages for eCQM reporting Measure validation efforts; Cerner recommends checking a sample of every outcome from each measure (including supplemental patient information) Perform QRDA load validation and sign off Conduct ongoing maintenance of action plan owned by Client Review training resources and strategies
Project Assumptions	<ul style="list-style-type: none"> Standard scope assumes go live on the most current version only The services in this scope are for 2 years, 2020 and 2021 measurement years only Cerner electronic health record is licensed and operational or implemented concurrently Customization of data sources requires additional professional services and fees Submission of data to CMS is dependent on Client meeting Cerner's published deadlines

	<ul style="list-style-type: none"> • Submission of data to CMS is not a guarantee of payment by CMS • Clinicians have data completeness in <i>Cerner Millennium</i> according to Quality Payment Program requirements • Modifications to the assumptions or items presented in this Scope will constitute a change in professional services fees
REGULATORY ADVISORY ENGAGEMENT	
Cerner Tasks/Activities	<ul style="list-style-type: none"> • Provide Regulatory Advisor who, for 2 years, will perform the following activities: <ul style="list-style-type: none"> ◦ Provide expertise on governance, organizational eligibility, and federal policy/regulations, and regulatory programs, and identify potential risks ◦ Complete gap analysis and regulatory workflows ◦ Assist in ongoing maintenance of the action plan owned by Client ◦ Assist in identifying and securing necessary resources ◦ Participate in road mapping session ◦ Participate in Client's Regulatory Task Force ◦ Provide recommendations on governance for federal regulatory programs and creation of Regulatory Task Force, if Client does not currently have one ◦ Facilitate decision making by providing timely education on latest Centers for Medicare and Medicaid Services federal policy related to incentives/payment adjustments and/or the use of Client's certified electronic health record (EHR) technology ◦ Create organizational awareness to any risks based on decisions that are made by the task force ◦ Act as a liaison between Cerner regulatory resources ◦ Assist in creation of Client comments to proposed rules affecting incentives/payment adjustments and/or the use of certified EHR technology • Regulatory Integration Architect <ul style="list-style-type: none"> ◦ Provides support to Client with recommendations and best practices for Cerner workflows related to applicable regulations ◦ Provides direction in domain planning necessary for upgrades and projects related to regulations ◦ Assist with configuration of Promoting Interoperability functional reports ◦ Completes analysis of workflows applicable to regulations, identifies opportunities for improvement ◦ Completes package review to ensure latest technology is installed ◦ Educates Client on upcoming technology releases and provides recommendations and strategy for adoption ◦ Prepare data analytics dashboards: <ul style="list-style-type: none"> ▪ Configure the Promoting Interoperability data analytics dashboard ▪ Facilitate performance improvement meeting bi-weekly ▪ Analyze performance trends and provide recommendations for improvement ▪ Prepare monthly Promoting Interoperability dashboards ▪ Identify workflow and documentation gaps ▪ Identify training opportunities/needs ▪ Track performance improvement and report findings to steering committee on a regular basis
Client Tasks/Activities	<ul style="list-style-type: none"> • Assist in completing gap analysis and assessment of regulatory workflows • Provide ongoing maintenance of the action plan owned by Client • Identify and secure necessary resources • Provide training resources and strategies • Participate in Road Mapping session

	<ul style="list-style-type: none"> Comply with Cerner Production Environment Change Authorization process Submit attestations to CMS for regulatory programs
Project Assumptions	<ul style="list-style-type: none"> Modifications to the assumptions or items presented in this Scope will constitute a change in professional services fees This Scope does not include implementation services of 2015 CEHRT; it is assumed Client is live with 2015 CEHRT or has purchased 2015 CEHRT implementation services separately This scope does not include implementation of future iterations of CEHRT Either Cerner or Client may designate a new representative by written notice to the other Minimum of 4 weeks is required from the date the Cerner Sales Order is signed to resource the Cerner engagement team Cerner shall perform the services provided hereunder in accordance with industry practices and standards generally applicable to such services
FFS CUSTOM CEHRT UPLIFT	
Cerner Tasks/Activities	<ul style="list-style-type: none"> As applicable, Cerner to provide consultants to configure, test and implement the next iteration of Certified EHR Technology in Millennium as specified by CMS and ONC for the Promoting Interoperability and MIPS Promoting Interoperability programs.
Client Tasks/Activities	<ul style="list-style-type: none"> Comply with Cerner Production Environment Change Authorization process Complete testing of functionality in 1 non-PROD Complete testing of functionality in PROD
Project Assumptions	<ul style="list-style-type: none"> Additional required solutions and licenses as required by ONC and CMS are not included. Client must already have 2015 CEHRT implemented. Modifications to the assumptions or items presented in this Scope will constitute a change in professional services fees Either Cerner or Client may designate a new representative by written notice to the other Cerner shall perform the services provided hereunder in accordance with industry practices and standards generally applicable to such services <ul style="list-style-type: none"> Client must determine, based on its standard operating procedures, accrediting body standards, governing regulatory bodies, patient population, employees, and tools, how best to validate all aspects of the system Client acknowledges and agrees that it will (i) provide the test plans, (ii) perform or supervise the testing activities, (iii) provide additional training and information to end users regarding the changes made, and (iv) approve the content and completion of the testing activities Cerner accepts no responsibility or liability for any claims, actions, losses, or damages incurred by Client or any third party arising from or out of Client failure to adequately test and/or validate the changes requested hereunder



CERNER SALES ORDER

AUTHORIZATION

By executing this Cerner Sales Order, Client agrees to purchase and take delivery of the products, services, Maintenance, and installation set forth herein. Please fax this Cerner Sales Order in its entirety, along with Purchase Order* (if applicable), to the Cerner Contract Management Office at 816-571-6947, and return all originals to the following address:

Cerner Corporation
Attn: Contract Management Office
2800 Rockcreek Parkway
Kansas City, MO 64117
USA

COUNTY OF VENTURA

By: _____
(signature)

(type or print)

Title: _____

Purchase Order #: _____
(if applicable)

Project Kick-off requested the week of: _____

*If Client chooses to submit a third-party Purchase Order, the third-party must submit payment in full along with this executed Cerner Sales Order in order for the scheduling of resources to commence.

CERNER CORPORATION

By: _____

Teresa Waller

Title: _____
Sr. Director, Contract Management

Client shall complete the following upon execution of this Cerner Sales Order:

Client Invoice Contact: _____

Contact Phone #: _____

Contact E-mail 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 Contact Center at 866-221-8877 or e-mail ClientCareCenter@cerner.com.



County of Ventura
1-6ZGJ1Q8
September 15, 2020

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