



City Clerk Document No. _____

City Council Meeting Date: September 22, 2023

**AMENDMENT TO CITY OF CHANDLER AGREEMENT
WELLNESS PROGRAM SERVICES WELLNESS PORTAL
CITY OF CHANDLER AGREEMENT NO. AS8-952-3849**

THIS AMENDMENT NO. 2 (Amendment No. 2) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and Cerner Corporation (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made _____, 2022 (Effective Date).

RECITALS

WHEREAS, the Parties entered into an agreement for wellness program services and a wellness portal (Agreement); and

WHEREAS, the term of the Agreement was September 28, 2018, through September 27, 2021, with the option of up to two one-year extensions; and

WHEREAS, the Parties wish to exercise the second option through this Amendment to extend the Agreement through December 31, 2023.

AGREEMENT

NOW THEREFORE, the Parties agree as follows:

1. The recitals are accurate and are incorporated and made a part of the Agreement by this reference.
2. Section 4, Price is amended to read as follows: The City will pay the Contractor the per unit cost set forth in Revised Exhibit A, Cerner Sales Order, of the original Agreement, attached to and made a part of this Amendment No. 2. Total payments made to the Contractor during the term of this Amendment No. 2 will not exceed \$126,424.
3. Section 5, Term is amended to read as follows: The Agreement is extended for the period of September 28, 2022, through December 31, 2023.

4. All other terms and conditions of the Agreement remain unchanged and in full force and effect. If a conflict or ambiguity arises between this Amendment No. 2 and the Agreement, the terms and conditions in this Amendment No. 2 prevail and control.

IN WITNESS WHEREOF, the Parties have entered into this Amendment on the Effective Date.

FOR THE CITY

By: _____

Its: Mayor

FOR THE CONTRACTOR

By: Jeresa Waller

Its: Sr Director, Contract Management

APPROVED AS TO FORM:

By: _____
City Attorney 

ATTEST:

By: _____
City Clerk

**REVISED EXHIBIT A
CERNER SALES ORDER****CERNER SALES ORDER**

This Cerner Sales Order is made on August 24, 2022 ("Effective Date"), between

City of Chandler ("Client")

Arizona corporation with its principal place of business at

175 S Arizona Ave 3rd floor
Chandler, AZ 85225-7526, United States
Telephone:

and Cerner Corporation ("Cerner")

a Delaware corporation with its principal place of business at

2800 Rock Creek Parkway
North Kansas City, MO 64117, United States
Telephone: (816) 221-1024

Cerner Sales
Contact: David Lees
+1 816 906 2964
david.lees@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 City of Chandler Services Agreement, dated September 28, 2018, 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.

CITY OF CHANDLER

Authorized
signatory:

(signature)
Kevin Hartke
(printed name)

Title: Mayor

CERNER CORPORATION

Authorized
signatory:

Teresa Waller

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.



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CERNER SALES ORDER

FINANCIAL OVERVIEW

Description	One-Time Fees	Monthly Fees
SOLUTIONS		
Shared Computing Services	- -	1,439.00
Employer Services	- -	10,113.00
TOTALS:	0.00	11,552.00

All prices in this Cerner Sales Order are shown in USD. Pricing is valid until November 30, 2022. If this Cerner Sales Order is not executed on or before such date, this pricing is considered null and void and will be subject to revision.

Not applicable is indicated by "- -".

PAYMENT TERMS

QUARTERLY RECURRING FEES		
Description	Percent (%) Of Total Due	Payment Due
Shared Computing Services	100%	Quarterly beginning on the Effective Date
Employer Services	100%	Quarterly beginning on the Effective Date

AS-INCURRED FEES		
Description	Percent (%) Of Total Due	Payment Due
Transaction Services Usage Fees	100%	Monthly in arrears

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

FEE INCREASES

Cerner may increase the monthly fee for Support services and each recurring Service (such as subscription services, application services, shared computing services, transaction services, employer services, recurring professional services, application management services, and managed services) any time following the initial 12 month period after such recurring Service fees begin (but not more frequently than once in any 12 month period) by giving Client 60 days prior written notice of the price increase. The amount of such annual increase will equal the Consumer Price Index (CPI) plus 5% per annum. Cerner may also increase the fees at any time during the term if a Cerner third party 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.



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CERNER SALES ORDER

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
HP-21000	Consumer Well-being	Member	1,630	15	1-15	--	899	SD101203_01	✓	100030_001	--
PY-27807C	Consumer Support for Wellness	Calls	45	15	1-15	--	540	SD101047_01	--	--	--
TOTAL:						--	1,439	--	--	--	--

TRANSACTION SERVICES

Mfg. Part No.	Solution Detail Description	Scope of Use Metric	Qty.	Term (Mo.)	Monthly Range	One-time Fees	Monthly Fees	Usage Fees	Solution Description Code	Third-Party Component(s)	Pass-Through Code
Transaction Usage Fees											
ES-40815-TRANS	Registration Staff	Participants	1	--	--	--	--	0	--	✓	--
ES-40815-BILL	Registration Staff	Participants	1	--	--	--	--	75	--	✓	--
TOTALS:						--	--	--	--	--	--

EMPLOYER 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
ES-40221	Population Health and Wellness Consulting - Category 2	Client	1	15	1-15	--	4,000	--	--	--	--
ES-40450	Health Coaching Services	Member	1,630	3	1-3	--	6,113	--	--	--	--
TOTAL:						--	10,113	--	--	--	--

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).



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**Cerner****CERNER SALES ORDER**

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
Member	A person identified by Client for inclusion in one or more programs.
Client	A single contractually-designated organization.

FACILITIES

Permitted Facilities. For use and access by these facilities:

Name	Address	City	State/ Province	Zip/Postal Code	Country
City of Chandler	175 S Arizona Ave 3rd floor	Chandler	AZ	85225-7528	United States

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

SOLUTION DESCRIPTIONS

Each solution with a Solution Description has a code noted in the "Solutions" section of this Cerner Sales Order, and that code can be entered at <https://solutiondescriptions.cerner.com> to view the Solution Description. These Solution Descriptions are incorporated into this Cerner Sales Order by reference and may also be attached as an exhibit to this Cerner Sales Order.

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. These pass-through provisions are incorporated into this Cerner Sales Order by reference, and may also be attached as an exhibit to this Cerner Sales Order.

ADDITIONAL TERMS AND PROVISIONS**TRANSACTION SERVICES ASSUMPTIONS FOR CERNER SALES ORDER NO. 1-61KWC6V**

Client and Cerner hereby agree that unless otherwise specified, the Clients transaction usage fees set forth in the "Solutions and Services" section of Cerner Sales Order No. 1-61KWC6V will remain valid and will be invoiced in arrears, as incurred.

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



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SHARED COMPUTING SERVICES

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

CERNER WELLNESS

Services. Client may grant access to its private labeled Cerner/Client website and the content contained therein (the "Services") to Users in the United States only, as more fully described in the Solution Description. The information provided to each User eligible for and receiving Services is based upon general nationally-recognized guidelines and is not intended to substitute for the expertise and judgment of a healthcare professional or to diagnose medical conditions. The Services shall not be considered as providing care or treatment to Users.

Website Requirements - User Terms. Client understands and agrees that Users will be required to register to be able to access the Services, and by registering, Users will be required to accept terms of use and a privacy policy related to their access to the Services (collectively, the "Terms"), as may be modified from time to time. Client is fully and solely responsible for creating and maintaining these Terms. All such Terms shall be between User and Client; there are no third-party beneficiaries of this Cerner Sales Order. The parties understand that: (i) certain policies and procedures, as may be updated from time to time, regarding how the Services are provided are determined by Cerner (such as the use of cookies and site analytic information), and (ii) Client may be required by law or may otherwise choose to disclose such policies and procedures to Users within its Terms. Such policies and procedures are available at <https://wiki.ucern.com/display/PHCDConDoc/Cerner+Wellness+Policies+and+Procedures>; Cerner will provide advance notice to Client of any material updates to them. Client warrants that all such Terms will accurately represent how the Services are provided by Cerner to Client. In addition, and at a minimum, the Terms shall: (i) require that Users may only use the Services or portions thereof, exclusively, as a reference or informational tool for their personal use; (ii) require that Users may not reproduce or distribute the Services or portions thereof for any commercial or other purpose; (iii) require that an User's account may be terminated or suspended due to an User's actual or suspected unauthorized, unlawful, or otherwise objectionable use of the Services; (iv) disclaim all warranties on Cerner's behalf; (v) disclaim all liability, of any kind or nature, of Cerner; and (vi) provide for any other matters that Cerner may reasonably require from time to time.





Cerner

CERNER SALES ORDER

CERNER WELLNESS

Use by Unaffiliated Organizations. Notwithstanding the provisions of the Agreement to the contrary, upon prior written notice to Cerner, Client may allow unaffiliated entities, other than healthcare or health insurance organizations, within the United States to access to the Services, provided that: (i) such access is provided only in conjunction with Client's own products and services, as part of an enhanced offering (an "Enhanced Offering"), (ii) such entities are under contract with Client, requiring Client to provide the Enhanced Offering, (iii) such access does not include the Administrative Suite, the Coaching Suite, or the Reporting Suite (iv) such entities agree with the applicable terms and conditions of the Agreement and this Cerner Sales Order with respect to their access to the Services, and (v) such entities are prohibited from reselling the Services or providing access to the Services to other unaffiliated entities.

Website Requirements - Unauthorized Use. Client shall promptly notify Cerner of any unauthorized use or infringement of the website or the Cerner content (or portions thereof) or the Cerner trademarks, by Users or others, of which Client becomes aware. Cerner shall have the right, at its expense, to bring an action on account of such unauthorized uses or infringements. Client shall cooperate with Cerner in such action in such manner as Cerner may reasonably request at Cerner's cost and expense.

Equipment. The equipment is priced freight on board (FOB) the supplier's point of origin. Cerner will arrange, pre-pay, and invoice Client for shipping and in-transit insurance for the equipment. If Client has agreed in writing to a shipment date, Client agrees to pay all cancellation, re-stocking, storage, and additional transportation fees due to the return or re-routing of equipment. Cerner retains a security interest in each item of equipment until Client pays for all equipment listed in this Cerner Sales Order. Client will execute all documents (such as a UCC-1) necessary for Cerner to perfect a security interest in such equipment within 10 days of Cerner's request. Cerner is not liable for any damages of any kind or nature related to or arising out of the equipment, nor does Cerner warrant or provide any indemnities on the equipment. To the extent that any third-party pass-through provisions contain liability limitations with respect to the equipment, 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 equipment.

CONSUMER SUPPORT FOR WELLNESS (PY-27807C)

Initial Scope of Use Limits. Under a Per Eligible, Per Month (PEPM) model, Client's initial scope of use limit is based on the total eligible population. Actual call volume can vary greatly based on many factors, including how Client markets the Cerner solutions to patients and configuration choices made by Client.

Overage. Based on both current and historical metrics, the average standard Client monthly call volume should not exceed 1% of contracted PEPM. Due to this requirement and justified resource allocation for Cerner's Consumer Support call center open 24 hours per day, 7 days per week, and 365 days per year, should Client call volume exceed 1% of the contracted PEPM for 3 consecutive months, Cerner will address the reason for the overage and discuss reassessing pricing on the amount exceeded for those 3 consecutive months. If joint mitigation efforts do not help reduce call volume and month 4 once again exceeds the 1% maximum call volume, the agreed-upon pricing structure will be adjusted as follows: (Original monthly price) x (Average of monthly call volume of 3 months exceeding 1% of PEPM) = New price starting in month 4.

Unused Calls. Client may not apply unused calls from any prior month to any future month.

TRANSACTION SERVICES TERMS

These terms apply to the transaction services set forth in the "Solutions and Services" section of this Ordering Document (the "Transaction Services"). 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.

Client Obligations. Client agrees to execute all documents and comply with all applicable procedures, rules and regulations which Cerner, the applicable Payer, clearinghouses, insurance carriers, or other third parties, or applicable law, rule or



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CERNER SALES ORDER

TRANSACTION SERVICES TERMS

regulation may reasonably require in relation to the Transaction Services including, without limitation, rules governing record retention, non-discrimination, error resolution, obtaining patient's consent and/or authorization for the transmission of patient data. Client agrees to provide all supporting documents requested by Cerner necessary to comply with the foregoing. Client agrees to indemnify, and hold Cerner harmless from any and all claims, demands, damages, action, causes of action, liens, claims of liens, costs, losses, and expenses including attorneys' fees, of any nature arising out of or relating in any way to the failure of Client to comply with the requirements of this Ordering Document.

Client grants Cerner the right to submit electronic Transactions and/or sign hard copy (paper) Transactions on Client's 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 Client's signature is required for Transaction processing. Client acknowledges that Cerner is not responsible for the content or adjudication of any Medicare, Medicaid, work related accident or illness claim or other insurance claim and Client retains all liability on such claims and agrees to indemnify and hold Cerner harmless on account of all such claims, including the reconciliation or adjustment of any claim.

Client guarantees that all transactions submitted to the Transaction Services by Client 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 Cerner upon request.

Eligibility Transactions. Cerner is required to pass on and/or obtain the following covenants from Client 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, Client agrees to indemnify and holds harmless the applicable State, its agents and employees, from any and all claims to the extent required by Cerner's suppliers' contracts with State agencies, or any Medicaid recipient who is aggrieved by the actions of Client hereunder; and (d) Client agrees to abide by the Federal and State law, rules and regulations regarding confidentiality of information.

Limitation of Liability. In no event will Cerner or any third party provider be liable for any special, indirect, incidental, speculative, punitive or consequential damages or loss of goodwill in any way relating to the Transaction Services or resulting from the use of or inability to use the Transaction Services or the performance or non-performance of any services, including, without limitation damages for loss of profits, data or use incurred by Client or any third party, even if Cerner has been notified of the possibility of such damages. IN NO EVENT WILL CERNER'S LIABILITY OR ANY THIRD PARTY SOFTWARE PROVIDER'S LIABILITY FOR ANY COSTS, EXPENSES, OR DAMAGES TO CLIENT OR ANY THIRD PARTY, REGARDLESS OF THE FORM OF ACTION, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE, EVER EXCEED THE AMOUNT RECEIVED BY CERNER FROM CLIENT FOR THE APPLICABLE TRANSACTION SERVICES DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE ACTION.





CERNER SALES ORDER

EXHIBIT A SCOPE OF SERVICES

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

CONSUMER SUPPORT FOR WELLNESS

(PY-27807C)

Cerner Responsibilities

- Overview
 - Provide eligible members with telephonic access to the consumer support help desk 24 hours per day, 7 days per week, every day of the year (24/7/365)
 - Provide support to members with log-in issues, password resets, device connectivity problems, program questions, navigation of portal, troubleshooting applications, and more
 - Provide level 3 technical support Monday through Friday 8 AM-5 PM Central Standard Time (CST) for non-critical issues; the Immediate Response Center is available 24/7/365 for critical level 3 issues
 - Provide member support of navigation of solution
 - Assist member with troubleshooting access to the solution
 - Ensure proper notification and escalation of issues in accordance with standard operating procedures
- Account/Login Assistance
 - Provide login page to members
 - Assist members with account creation, password resets, and account recovery
 - Enable accounts that have been temporarily locked due to failed logins
 - Unlink *Cerner Health* accounts
- Eligibility
 - Verify eligibility requirements
 - Troubleshoot mapping field issues
 - Triage eligibility-related issues to the necessary party
- Health Assessment
 - Assist with navigation
 - Verify progress/completion
 - Assist with questions
- Biometric Screening



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EXHIBIT A SCOPE OF SERVICES

CONSUMER SUPPORT FOR WELLNESS

(PY-27807C)

	- o Assist with navigation, on-site screening questions, physician form questions, mail kit questions, result delay questions, and outcome-based incentives questions • Campaign Requirements - o Assist with campaign navigation - o Verify campaign requirements - o Verify how to earn points - o Assist with challenge registration and questions, event scheduling, logs, workshop enrollment and questions, and healthy habit completion and questions - o Verify standard point delays - o Assist with point redemption - o Troubleshoot third-party supplier issues when applicable • Apps and Devices - o Assist with connecting/removing apps and devices to/from the wellness account - o Assist in setup of third-party app/device account - o Troubleshoot missing data issues • Mobile App - o Assist with setup of personal identification number (PIN), mobile app download and log-in, and navigation • Issue/Error Assistance - o Provide initial troubleshooting of errors within the program - o Serve as point of contact for members experiencing an error - o Collaborate across Cerner for errors not resolvable on first contact - o Initiate communication with Client contact for issues needing Client involvement - o Remain engaged on high/critical issue calls as needed • Problem Management - o Provide a single point of contact for proper escalation of problems - o Provide standard monthly call trends when requested - o Notify Client when call volumes increase due to specific trends, such as complex authentication process, marketing strategy, defects, and new code release
Client Responsibilities	• Eligibility - o Assist members with updating demographic information specific to the eligibility file • Campaign Requirements - o Communicate any configuration or program changes to services that are enabled or disabled to their account manager or support • Client Administrators



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CERNER SALES ORDER

EXHIBIT A SCOPE OF SERVICES

CONSUMER SUPPORT FOR WELLNESS (PY-27807C)

	- o Remain engaged on high and critical issue calls as needed - o Assist in validation of the resolution of an issue as well as provide additional details for issue investigation as needed - o Assist with user communication, such as for downtimes, code changes, and process changes • Member Engagement - o Launch marketing campaign for member adoption and share materials that were distributed to members with the Consumer Care team - o Communicate marketing campaign and timing to Cerner for items such as flyers, email communication, and mass mailings • Non-Cerner Identity System - o Provide technical support and troubleshooting, including password resets for Client-defined authentication processes (single sign-on) • Problem Management - o Provide a single point of contact for proper escalation of problems - o Log all incidents and problems in accordance with the documented processes set forth in Client policies and procedures
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EMPLOYER SERVICES

POPULATION HEALTH AND WELLNESS CONSULTING – CATEGORY 2 (ES-40221)

Cerner Tasks/Activities	• Provide consulting services to help Client achieve experiential, clinical, and financial results for their populations. • Provide Client with access to an assigned virtual Client Success Team.
Client Tasks/Activities	• Provide a program main point of contact. • Collaborate with Cerner to develop and implement programs. • Provide communication to participants through marketing materials.
Deliverables	• Annual strategic planning: 40 hours - o Meet virtually on an annual basis to understand Client culture, wellness objectives, medical plan design and spend, and other related benefits. - o Align on goals, finalize program design, and determine key performance indicators (KPIs). - o Create a communication plan that aligns with the objectives of a program. • Administration - o Portal administration: 50 hours ▪ Portal administration includes delivery of overall portal design, programming (including incentive design), and build-out of workshops and challenges.



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EXHIBIT A SCOPE OF SERVICES

POPULATION HEALTH AND WELLNESS CONSULTING – CATEGORY 2

(ES-40221)

	- o Portal optimization: 20 hours ▪ Portal optimization includes ongoing review of sponsor plan to align with portal function and capabilities. - o Program management: 16 hours ▪ Program management includes collaboration planning with key stakeholders (for example, flu shots and screenings). Limited for this offering as it is assumed the sponsor is managing most of this activity. - o Communications planning: 24 hours ▪ Creation of a communication plan that aligns with the objectives of a program. This may include review of general program messaging for the member population. This does not include creation or delivery of marketing pieces, such as posters and brochures. • Quarterly performance and program year-end performance reviews: 90 hours • Cerner will compile and provide Cerner Consumer Well-being standard reports to Client. • Cerner will provide data-driven recommendations for program adjustments. • Cerner and Client will meet virtually to discuss results and determine next steps to achieve defined goals. • Reporting - o Standard reporting: Cerner Consumer Well-being - o Advanced reporting (such as Cerner <i>HealthAnalytics</i>: Workforce Health Analytics Claims Reporting or Health Performance Reporting): Not Included
Project Assumptions	• Cerner has included a recommendation for 20 hours per month in this Scope. This Scope includes an example of standard usage over the period of one year; however, Client needs will be determined on an ongoing basis. Monthly hours do not roll over. • This Scope does not include capabilities Cerner offers in other add-on Services including Marketing, Health Coaching, Screening Services, or other assistance. • Client will communicate through biweekly calls with Cerner. • Client has basic knowledge and engagement in the administration of the wellness portal or other Cerner technologies as applicable. • This Service includes only the items set forth in this Scope. Client must execute a new Ordering Document for additional tasks or hours or both beyond those set forth herein.

HEALTH COACHING SERVICES

(ES-40450)

Defined Terms	• Health Coaching means a service that provides programming to assist Consumers in behavior changes for defined Population stratifications. • Care Team means a multi-disciplinary team, including physicians, registered nurses, behavioral health specialists, pharmacists, and other health professionals that provide care for a person. • Population means a group of people identified by the Client for eligibility into the service.
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EXHIBIT A SCOPE OF SERVICES

	• Consumer means an individual within the Population. The Consumer may be a patient at any time throughout their health and wellness journey.
Cerner Tasks/Activities	• Registered nurses certified through the National Society of Health Coaching, Registered Dietitians, or certified athletic trainers provide virtual or in-person visits focused on Consumer-centric care planning • Utilize evidence-based approach for care planning to drive experiential, clinical, and financial outcomes • Communicate care plan and educational content to the Consumer • Coordinate care such as referring Consumers to other members of their Care Team based on their results • Serve as a strategic partner with the Client to promote resources such as Employee Assistance Program (EAP), nutrition options, fitness options, and other programming • Link Consumers to tools and resources such as on-line workshops, medically reviewed educational content, and community resources
Client Tasks/Activities	• Designate on-site contact(s) for Cerner Health Coaching offering • Design an incentive structure that rewards participants for coaching sessions • Ensure active support from leadership of health coaching program initiatives • Create a culture of health that allows for participation
Deliverables	• Cerner provides the following reports: ◦ Population risk metrics ◦ Participation metrics ◦ Satisfaction metrics ◦ Clinical risk shift metrics ◦ Financial shift (dependent on claims)
Project Assumptions	• Client will use the program default health assessment with the ability to add optional modules. • To validate condition stratification and financial reporting, claims data must be provided.



City of Chandler
OPT-0349242_Q-159531.1_LA-0000325628
August 24, 2022


Cerner
EXECUTION INVOICE

Client: City of Chandler
175 S Arizona Ave 3rd floor
Chandler, AZ 85225-7526, United States

Invoice No: EXEC CSO No. OPT-0349242
Invoice Date: August 24, 2022
Due Date: Effective Date

Remit: **Via FedEx:**
Cerner Corporation
Attn: Accounts Receivable, 5th Floor
2800 Rock Creek Parkway
North Kansas City, MO 64117

OR

Via Wire Transfer:
ABA Routing Number: 101000187
Bank: US Bank
For Further Deposit to Bank Account: 5290000743

TOTAL AMOUNT DUE: \$126,424

Sales tax, if applicable, will be invoiced separately.

Description	Total Amount	Percent Payable	Net Amount
Shared Computing Services Monthly Fees - 1st Quarter (Oct-Dec 2022)	\$4,317	100%	\$4,317
Employer Services Monthly Fees - 1st Quarter	\$30,339	100%	\$30,339
Shared Computing Services Monthly Fees - 2nd Quarter (Jan-Mar 2023)	\$4,317	100%	\$4,317
Employer Services Monthly Fees - 2nd Quarter	\$12,000	100%	\$12,000
Shared Computing Services Monthly Fees - 3rd Quarter (Apr-Jun 2023)	\$4,317	100%	\$4,317
Employer Services Monthly Fees - 3rd Quarter	\$12,000	100%	\$12,000
Shared Computing Services Monthly Fees - 4th Quarter (Jul-Sep 2023)	\$4,317	100%	\$4,317
Employer Services Monthly Fees - 4th Quarter	\$12,000	100%	\$12,000
Shared Computing Services Monthly Fees - 5th Quarter (Oct-Dec 2023)	\$4,317	100%	\$4,317
Employer Services Monthly Fees - 5th Quarter	\$12,000	100%	\$12,000
Estimated Transactional Service Fee (Biometric Screening, Physician Form, Registration Staff, Data Upload, Shipping)	\$26,500	100%	\$26,500
GRAND TOTAL:			\$126,424



City of Chandler
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August 24, 2022