



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: Brittany Dayton
+1 816 201 5136
brittany.dayton@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-0475375_Q-210728.1_LA-0000347134
July 13, 2023

Cerner Confidential Information

© Cerner Corporation. All rights reserved. This document contains confidential and/or proprietary information belonging to Cerner Corporation and/or its related affiliates which may not be reproduced or transmitted in any form or by any means without the express written consent of Cerner, subject to the terms of the Agreement and applicable law.

FINANCIAL OVERVIEW

Description	One-Time Fees	Monthly Fees
SUBLICENSED SOFTWARE		
Sublicensed Software and Installation (if applicable)	97,917.00	--
Sublicensed Software Maintenance – Year 1 Total	19,583.40	--
– Year 2 Total	19,583.40	--
– Year 3 Total	19,583.40	--
PROFESSIONAL SERVICES		
Fixed Fee	0.00	--
TOTALS:	156,667.20	0.00

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
Sublicensed Software and Installation (if applicable)	1	100%	Upon Shipment
Professional Services – Fixed Fee	--	--	No fees due from Client

MONTHLY RECURRING FEES		
Description	Percent (%) Of Total Due	Payment Due
Sublicensed Software Maintenance	100%	Quarterly beginning upon Shipment

TERM AND TERMINATION

Equipment and Sublicensed Software Maintenance. Maintenance warranties, if any, begin on the earlier of installation, or 30 days after shipment of the equipment and/or sublicensed software. Maintenance services will continue for the initial term set forth in the "Equipment/Sublicensed Software" section of this Cerner Sales Order. The initial term will automatically renew for additional periods of the same duration, unless Client provides Cerner with written notification of its intent to terminate Maintenance no less than 60 days prior to the expiration of the then-current period. Cerner may terminate Maintenance services if Client fails to pay invoices for Maintenance. All unpaid charges for Maintenance will be immediately due and payable upon such termination. Client will pay all applicable penalties or fees if Maintenance services are terminated, then later reinstated.

Cerner Confidential Information

© Cerner Corporation. All rights reserved. This document contains confidential and/or proprietary information belonging to Cerner Corporation and/or its related affiliates which may not be reproduced or transmitted in any form or by any means without the express written consent of Cerner, subject to the terms of the Agreement and applicable law.

**EQUIPMENT/SUBLICENSSED SOFTWARE**

Technology Changes. At the time of the actual order, Cerner may substitute individual technology solutions and/or Maintenance services based on availability or technological advancements. Cerner and Client may also agree to replace certain technology solutions with other Cerner offerings. If the substitute items or Maintenance services result in an increase in fees, Cerner and Client will discuss and agree upon the fee increase prior to ordering such items or Maintenance services.

SUBLICENSSED SOFTWARE AND INSTALLATION (if applicable)

Quote: Q-210728.1

Line No.	Manufacturer Part No.	Solution Detail Description	Qty.	Per Unit One-Time Fees	Extended One-Time Fees	Pass-Through Code
1	GPM-CER	Goliath Cerner Intelligent Agent License	127	294.00	37,338.00	--
4	GPM-XAS-AGT	Goliath Citrix XenApp Server Agent License	127	477.00	60,579.00	--
TOTAL:					97,917.00	--

SUBLICENSSED SOFTWARE MAINTENANCE

Quote: Q-210728.1

Line No.	Manufacturer Part No.	Solution Detail Description	Level of Service	Qty	Term (Mo.)	One-Time Fees Due – Year 1	One-Time Fees Due – Year 2	One-Time Fees Due – Year 3	One-Time Fees Due – Year 4	One-Time Fees Due – Year 5	One-Time Fees Due – Year 6 through End of Term
2	GPM-CER	24x7 M-Su Phone Support:MNT: Goliath Cerner Intelligent Agent License	24x7 M-Su Phone Support	127	36	7,467.60	7,467.60	7,467.60	--	--	--
5	GPM-XAS-AGT	24x7 M-Su Phone Support:MNT: Goliath Citrix XenApp Server Agent License	24x7 M-Su Phone Support	127	36	12,115.80	12,115.80	12,115.80	--	--	--
TOTAL:						19,583.40	19,583.40	19,583.40	--	--	--

EQUIPMENT/SUBLICENSSED SOFTWARE DELIVERY

Delivery Information. The following delivery information is required to process the equipment/sublicensed software in this Cerner Sales Order.

Delivery Address	Delivery Contact Information
<hr/>	<hr/>
(Name of Facility)	(Name – Printed)
<hr/>	<hr/>
(Address Line 1)	(E-mail Address)
<hr/>	<hr/>
(Address Line 2)	(Phone Number)
<hr/>	<hr/>
(City, State/Province, Zip/Postal Code, Country)	(Fax Number)

**Cerner Confidential Information**

© Cerner Corporation. All rights reserved. This document contains confidential and/or proprietary information belonging to Cerner Corporation and/or its related affiliates which may not be reproduced or transmitted in any form or by any means without the express written consent of Cerner, subject to the terms of the Agreement and applicable law.

**EQUIPMENT/SUBLICENSSED SOFTWARE DELIVERY**

Delivery Requirements. Please check the applicable box for each question below to help ensure a successful delivery.

Does the facility accommodate a 48-foot trailer?		Yes		No	
Does the facility have a loading dock?		Yes		No	
What are the receiving days and hours of operation? (Please enter days and times available)	Days:		Start Time:		End Time:
Will a lift gate and/or ramp be required?	No		Lift Gate		Ramp
To what floor will the equipment be delivered?	Basement		Ground		Floor:
Does the facility have an elevator, or will a stair crawler be required?	Elevator		Stair Crawler		N/A
Does the facility require floor covering?		Yes		No	

PROFESSIONAL SERVICES**FIXED FEE**

Service Project Detail	Manufacturer Part No.	Solution	One-Time Fees	Third-Party Component(s)	Pass-Through Code
Custom Services					
System Integration	--	--	0	✓	--
TOTALS:			0	--	--

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.

ADDITIONAL TERMS AND PROVISIONS

EQUIPMENT AND SUBLICENSSED SOFTWARE MAINTENANCE TERMS

Maintenance Services for Equipment. Maintenance services for Equipment are: (a) initial determination of the source of the problem, problem management, critical situation escalation and recovery services; (b) dispatching and coordinating the activities of the third-party maintenance supplier; (c) communicating with the third party maintenance supplier throughout the resolution of the issue; (d) field change orders; and (e) inclusion of Equipment issues in a tracking database. Maintenance services for Equipment do not include consumables.

Maintenance Services for Sublicensed Software. Maintenance services for Sublicensed Software are: (a) initial determination of the source of the problem, problem management, critical situation escalation and recovery services; (b) providing all new versions, modifications, and patches of Sublicensed Software that Cerner is authorized to distribute; (c) communicating with third-party maintenance providers throughout the resolution of the issue, (d) inclusion of Sublicensed Software issues in a tracking database.

Maintenance Renewals. The initial term for maintenance is set forth in the "Equipment/Sublicensed Software" section of this Cerner Sales Order, and automatically renews for additional periods of the same duration, unless Client provides written notification of termination no less than 60 days prior to the expiration of the then-current period. Client will also notify Cerner of any Equipment items that are no longer being used by Client, and therefore no longer require maintenance. Cerner may terminate maintenance services if Client fails to pay invoices for maintenance.

Equipment Coverage Levels.

24x7 M-Su 4 HR. Monday through Sunday, 24 hours per day, 365 days per year, on-site coverage. Service effort is continuous until problem is resolved. 24x7 4 HR service does not guarantee that service will be completed same day due to part availability.

9x5 M-F 4 HR. Monday through Friday, 8 AM to 5 PM CST, on-site coverage. Service effort is continuous until problem is resolved, excluding country holidays. On-site coverage does not guarantee that service will be completed same day due to part availability.

9x5 M-F Next Business Day. Monday through Friday, 8 AM to 5 PM CST with the objective of completion the next business day.

9x5 M-F Depot. Monday through Friday, 8 AM to 5 PM CST for service calls. Equipment is shipped to the manufacturer where it is repaired and returned to Client's facility.

9x5 M-F Advanced Exchange. Monday through Friday, 8 AM to 5 PM CST for service calls. A replacement will be shipped the next business day and requires return of the replaced equipment within 15 days of receiving the replaced device. Service requests placed after 1 PM CST cannot be guaranteed next business day delivery. If more than one device is being requested for replacement, one will be Advance Exchange and the remaining will be returned on a best effort basis depending upon availability of replacements.

9x5 Su-Th 4 HR. Sunday through Thursday, 8 AM to 5 PM GST, on-site coverage. Service effort is continuous until problem is resolved, excluding country holidays. On-site coverage does not guarantee that service will be completed same day due to part availability.

Sublicensed Software Coverage Levels. Service effort is continuous until the problem is resolved.

24x7 M-Su Phone Support. Monday through Sunday, 24 hours per day, 365 days per year.

9x5 M-F Phone Support. Monday through Friday, 8 AM to 5 PM CST, for service calls.

EQUIPMENT AND SUBLICENSED SOFTWARE MAINTENANCE TERMS

9x5 Su-Th Phone Support. Sunday through Thursday, 8 AM to 5 PM GST, for service calls.

Changes to Maintenance Services. Changes to maintenance services must be requested in writing by Client, and will take effect within 60 days after receipt of a signed change order.

Technology components can be added to maintenance coverage if they are in good working order. If a component is not in good working order, Cerner can arrange for it to be repaired on a time and materials basis prior to being placed on maintenance. Serial numbers must be provided.

Inventory. Client will review all Maintenance renewal letters to ensure accuracy, and to avoid charges for uncovered items. Client will provide Cerner with any missing or incorrect serial numbers as soon as possible to keep records current. Client will notify Cerner when technology components are replaced.

Upgrades. Maintenance services do not include hardware/technology updates. Maintenance services include software updates once they become available and have been certified for use by Cerner.

Pricing and Allowances. Equipment and/or Sublicensed Software maintenance pricing and allowances granted by Cerner are confidential and are not to be discussed outside the context of this arrangement. Allowances are available for multi-year maintenance and prepaid terms of one year or greater. Prices do not include any applicable taxes.

Multi-Year Commitments. Fees associated with the initial term are deemed prepaid and are non-refundable.



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.

GENERAL SCOPE

PROFESSIONAL SERVICES

The following scope applies to all implementation services set forth in this Cerner Sales Order.

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 Cerner Sales Order. The build for all Licensed Software and Cerner Services will be based upon Cerner’s standard implementation processes. The project teams will reasonably consider accommodation of 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, if applicable, 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 Cerner Sales Order.

Project Start Date. The project start date will be based on the Effective Date of this Cerner Sales Order. 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.

Travel, Lodging, Out-of-Pocket Expenses, and Per Diem Rates. The fees in this Cerner Sales Order do not include travel, lodging, per diem, or other out-of-pocket expenses. Onsite travel is out of scope unless mutually agreed to by Client and Cerner.

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 Detail Scope”). Each party (or its designee) will fulfill project responsibilities assigned to such party in this Scope and in the Solution Detail Scope(s). This Scope and the Solution Detail 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.



County of Ventura
OPT-0475375_Q-210728.1_LA-0000347134
July 13, 2023

Cerner Confidential Information

© Cerner Corporation. All rights reserved. This document contains confidential and/or proprietary information belonging to Cerner Corporation and/or its related affiliates which may not be reproduced or transmitted in any form or by any means without the express written consent of Cerner, subject to the terms of the Agreement and applicable law.



CERNER SALES ORDER

EXHIBIT A SCOPE OF SERVICES

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.

PROFESSIONAL SERVICES

GOLIATH TECHNOLOGIES SCOPE OF WORK (GPM-PRO, GPM-PRO-RATE)	
Implementation and Training	
Supplier Tasks/Activities	<ul style="list-style-type: none">Perform Goliath server installation, agent deployment, monitoring, alerting, and report configurationConduct product training
Client Tasks/Activities	<ul style="list-style-type: none">Supply virtual machines for Goliath server, database, master agent (as required), with <i>Microsoft Windows</i> OS installed and <i>Microsoft SQL Server</i> (on the database server)
Deliverables	<ul style="list-style-type: none">Product installation, deployment, and configurationTraining services on how to use, configure, and maintain the technology
Location	<ul style="list-style-type: none">Technology implementation and deployment conducted onlineTechnology training conducted online
Estimated Duration of Services	<ul style="list-style-type: none">Implementation duration depends on custom requirements; general implementation is between 3-5 daysTraining duration depends on how many Client users will be using the technology, and the types of training desired
Completion Criteria	<ul style="list-style-type: none">Implementation: product is working, providing metrics, Client experience visibility, and alertingTraining: Client users pass exam
Project Assumptions	<ul style="list-style-type: none">Client will ensure <i>Microsoft Windows</i> OS patches are installed on the serversClient users have basic platform understanding of the technologies deployed in Client environment



County of Ventura
OPT-0475375_Q-210728.1_LA-0000347134
July 13, 2023

Cerner Confidential Information

© Cerner Corporation. All rights reserved. This document contains confidential and/or proprietary information belonging to Cerner Corporation and/or its related affiliates which may not be reproduced or transmitted in any form or by any means without the express written consent of Cerner, subject to the terms of the Agreement and applicable law.